

City of Glendale

**208 WATER QUALITY
MANAGEMENT PLAN
AMENDMENT**

FINAL
November 2004



November 18, 2004

Ms. Lindy Bauer
Maricopa Association of Governments
302 North First Street, Suite 300
Phoenix, AZ 85003

RE: City of Glendale 208 Water Quality Management Plan Amendment, November 2004

Dear Ms. Bauer:

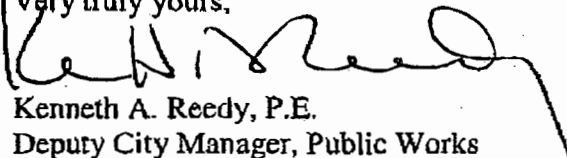
This letter is being sent in accordance with MAG requirements, in order to commence the review and approval process to amend the current 208 Water Quality Management Plan, October 2002. Sixty copies of the 208 Water Quality Management Plan Amendment, November 2004, are included as prepared by our consultant, Carollo Engineers. This amendment addresses changes to the Point Source Plan as follows:

- Definition of an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise.
- Delete a reference to a proposed privately-owned wastewater treatment plant within the Glendale Municipal Planning area.

If you have any questions on this, please contact Glenn Compton, Senior Civil Engineer, at 623-930-3630.

Thank you.

Very truly yours,



Kenneth A. Reedy, P.E.
Deputy City Manager, Public Works

cc: David Gordon, Malcolm Pirnie
Glenn A. Compton, P.E., DEE, Senior Civil Engineer

City of Glendale
208 Water Quality Management Plan Amendment
Final, November 2004

208 Amendment Checklist – City of Glendale 208 Amendment

AUTHORITY

1. Proposed Designated Management Agency (DMA) shall certify that it has the authorities required by Section 208 (c) (2) of the Clean Water Act (CWA) to implement the plan for its proposed planning and service areas. Self-certification shall be in the form of a legal opinion by the DMA or entity attorney.

Refer to Appendix C, Designated Management Agencies Resolutions, of the MAG 208 Water Quality Management Plan, October 2002, for City of Glendale authority to implement the plan for this amendment. See Figure 4.8, Glendale Municipal Planning Area, referenced in Section 2.0 A of this Amendment and included in Appendix A of this Amendment.

20-YEAR NEEDS

2. Clearly describe the existing WWT facilities

The wastewater treatment facilities in Surprise are described in the Point Source Plan of the 208 Water Quality Management Plan, October 2002 and in Figure C-1 of Appendix A of this Amendment.

3. Show WWT certified and service areas for private utilities and sanitary district boundaries if appropriate -

None approved or authorized within Glendale MPA.

4. Clearly describe alternatives and the recommended WWT plan:

Glendale is in the process of evaluating its options for wastewater service within the strip-annexed western area. See Appendix A, first item (IGA) of this Amendment.

Provide POPTAC population estimates (or COG-approved estimates only where POPTAC not available) over 20-year period.

Not relevant.

5. Provide wastewater flow estimates over 20-year planning period

Not relevant.

6. Illustrate the WWT planning and service area -

Not relevant.

7. Describe the type and capacity of the recommended WWT plant -
Not relevant.
8. Identify water quality problems, consider alternative control measures, and recommend solution for implementation -
Not relevant.
9. If private WWT utilities with certificated areas are within the proposed regional service area; define who (municipal or private utility) serves what and when. Identify whose sewer lines can be approved in what areas and when -
Arizona American Water Company has not contacted Glendale to secure authority for planning activities associated with the proposed wastewater treatment plant near Loop 303 and Camelback Road and has not applied for a Certificate of Convenience and Necessity through the Arizona Corporation Commission. See Section of 2.0 B of this Amendment.
10. Describe method of effluent disposal and reuse sites (if appropriate) -
Not relevant.
11. If Sanitary Districts are within a proposed planning or service area, describe who serves the Sanitary Districts and when -
Not relevant.
12. Describe ownership of land proposed for plant sites and reuse areas -
Not relevant.
13. Address time frames in the development of the treatment works -
Not relevant.
14. Address financial constraints in the development of the treatment works -
Not relevant.
15. Describe how discharges will comply with EPA and Arizona municipal and industrial stormwater discharge regulations (Section 405, CWA) -
Not relevant.
16. Describe how open areas & recreational opportunities will result from improved water quality and how those will be used -
Not relevant.

17. Describe potential use of lands associated with treatment works and increased access to water-based recreation, if applicable -

Not relevant.

REGULATIONS

18. Describe types of permits needed, including AZPDES, APP and reuse -

Not relevant.

19. Describe restrictions on AZPDES permits, if needed, for discharge and sludge disposal -

Not relevant.

20. Provide documentation of communication with ADEQ Permitting Section 30 to 60 days prior to public hearing regarding the need for specific permits -

Not relevant.

21. Describe pretreatment requirements and method of adherence to requirements (Section 208 (b) (2) (d), CWA).

Not relevant.

22. Identify, if appropriate, specific pollutants that will be produced from excavations and procedures that will protect ground and surface water quality (Section 208(b) (2) (K) and Section 304, CWA) -

Not relevant.

23. Describe alternatives and recommendation in the disposition of sludge generated. (Section 405 CWA)

Not relevant.

24. Define any nonpoint issues related to the proposed facility and outline procedures to control them -

Not relevant.

25. Describe process to handle all mining runoff, orphan sites and underground pollutants, if applicable -

Not relevant.

26. If mining related, define where collection of pollutants has occurred, and what procedures are going to be initiated to contain contaminated areas -

Not relevant.

27. If mining related, define what specialized procedures will be initiated for orphan sites, if applicable -

Not relevant.

CONSTRUCTION

28. Define construction priorities and time schedules for initiation and completion -

Not relevant.

29. Identify agencies that will construct, operate and maintain the facilities and otherwise carry out the plan -

Private developers of Cortessa and White Tank Foothills will be responsible for construction of new sewer infrastructure to City of Glendale and City of Surprise standards. City of Surprise will operate and maintain the sewage collection system per IGA. See Section 2.0 A and the first item (IGA) of Appendix A of this Amendment.

30. Identify construction activity-related sources of pollution and set forth procedures and methods to construct, to the extent feasible, such sources -

Not relevant.

FINANCING AND OTHER MEASURES NECESSARY TO CARRY OUT THE PLAN

31. If plan proposes to take over certificated private utility, describe how, when and financing will be managed -

Not relevant.

32. Describe any significant measure necessary to carry out the plan, e.g. institutional, financial, economic, etc.

Not relevant.

33. Describe proposed method(s) of community financing -

Not relevant.

34. Provide financial information to assure DMA has financial capability to operate and maintain wastewater system over its useful life -

Not relevant.

35. Provide a time line outlining period of time necessary for carrying out plan implementation

Not relevant.

36. Provide financial information indicating the method and measures necessary to achieve project financing. (Section 201 CWA or Section 604 may apply.)

Not relevant.

IMPLEMENTABILITY

37. Describe impacts and implementability of Plan:
Describe impacts on existing wastewater (WW) facilities, e.g., sanitary district, infrastructure/facilities and certificated areas -

City of Surprise has provided a will serve letter for wastewater treatment (see Section 2.0 A and fifth item of Appendix A of this Amendment).

38. Describe how and when existing package plants will be connected to a regional system -

Not relevant.

39. Describe the impact on communities and businesses affected by the plan -

Not relevant.

40. If a municipal WW system is proposed, describe how WWT service will be provided until the municipal system is completed: i.e., will package plants and septic systems be allowed and under what circumstances -

Not relevant.

41. Through 45.
PUBLIC PARTICIPATION

Will be satisfied through MAG.

City of Glendale
208 WATER QUALITY
MANAGEMENT PLAN AMENDMENT

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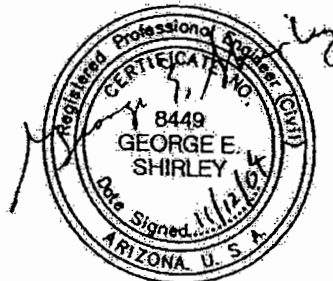
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APPENDIX A

InterGovernmental Agreement, City of Glendale and City of Surprise
Council Resolution #04-49, City of Surprise
Figure 4.8, Glendale Municipal Planning Area
Figure 4.11, Surprise Municipal Planning Area
Letter, Cortessa Will Serve Letter with Stipulations, City of Surprise
Letter, Cortessa and White Tank Foothills Development, Sewer System
Operation and Maintenance, City of Surprise
Preliminary Schedule, Cortessa (COS Sewer Option)
Memorandum, Summary of Sewer System Improvements for Cortessa and
White Tank Foothills, David Evans & Associates
Figure, Cortessa & White Tanks Foothills Sewer System, David Evans & Associates
Figure, Conceptual Site Master Plan, City of Surprise, RT International Engineers
Figure 24A, SPA1 Build-out Sewer System, RBF Consulting

APPENDIX B

Pages 4-82 and 4-83, Chapter 4, Point Source Plan, MAG 208 Water Quality
Management Plan Update, October 2002
Table ES.1, Point Source Plan Summary, MAG 208 Water Quality
Management Plan Update, October 2002
Figure ES-1, Existing and Planned WWTP Locations



November 2004

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208 WATER QUALITY MANAGEMENT PLAN AMENDMENT

1.0 OVERVIEW

This amendment to the MAG (Maricopa Association of Governments) 208 Water Quality Management Plan, October 2002, will address changes to the Point Source Plan for the City of Glendale. Changes requested by the certified Municipal Planning Agency, City of Glendale, are as follows:

- A. Definition of an area within the Glendale Municipal Planning Area (Glendale MPA) where temporary sewer service will be provided by the City of Surprise, in accordance with an InterGovernmental Agreement between the two cities, while Glendale evaluates permanent solutions to wastewater treatment.
- B. Correction to the 208 Plan to delete a future Arizona American Water Company Water Reclamation Plant with an ultimate capacity of eight million gallons per day and sewer service area within the western portion of the Glendale Municipal Planning area.

2.0 DETAIL DESCRIPTIONS OF AMENDMENT ITEMS

A. Temporary Sewer Service Agreement within the Glendale Municipal Planning Area

The City of Glendale has executed an InterGovernmental Agreement (IGA) with the City of Surprise that allows for sewage treatment from two developments in the Glendale Municipal Planning Area (MPA) to be provided by the City of Surprise. The purpose of the IGA is to clarify the intent of the two Cities allowing conveyance of sewage from those areas to the Surprise WWTP for an interim period while Glendale evaluates permanent solutions to wastewater treatment within its planning area. A copy of the IGA is attached in Appendix A showing conditions of this agreement. Other items included in Appendix A include: two figures from the October 2002 MAG 208 WQMP (Figure 4.8 - Glendale Municipal Planning Area and Figure 4.11 - Surprise Municipal Planning Area) that indicate the location and means to convey sewage from proposed developments of Cortessa and White Tank Foothills; documentation from the City of Surprise that confirms intent to convey and treat projected wastewater flows; master planning documentation provided by the developers of the two projects; a drawing showing the planned configuration of the WWTP at ultimate capacity; and a drawing showing the proposed plan for the sewer system of City of Surprise at build-out.

B. Future Water Reclamation Plant Correction

This amendment includes a correction to the 208 Plan to delete a future Arizona American Water Company Water Reclamation Plant with an ultimate plant capacity of eight million gallons per day and sewer service area within the western portion of the Glendale Municipal Planning area. The 208 Plan defines the service area for this plant on the north by Peoria Avenue, on the west by Perryville road, on the south by Camelback Road, and on the east by Loop 303 and Reems Road. This correction to the 208 Plan involves deleting the last paragraph on page 4-82, which continues onto page 4-83 (see Appendix B). The City of Glendale did not authorize (and has not, as of this date, approved) the inclusion of this planning activity within its Municipal Planning Area (MPA). Arizona American Water Company has been advised of the appropriate procedures (MAG 208 Plan Amendment Requirements or Small Plant Review and Approval Process, per paragraphs 4.4 and 4.5) to secure planning approval by Glendale and MAG.

The Executive Summary, Table ES-1, page ES-14, is changed to delete reference to the AAWC WRP in the Northwest Area, Glendale Member Agency section. A revised Table ES-1 and Figure ES-1 is attached in Appendix B.

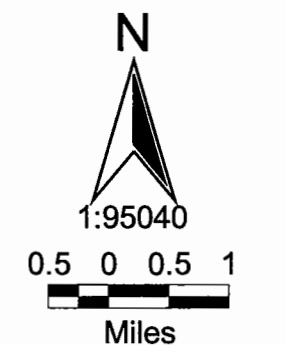
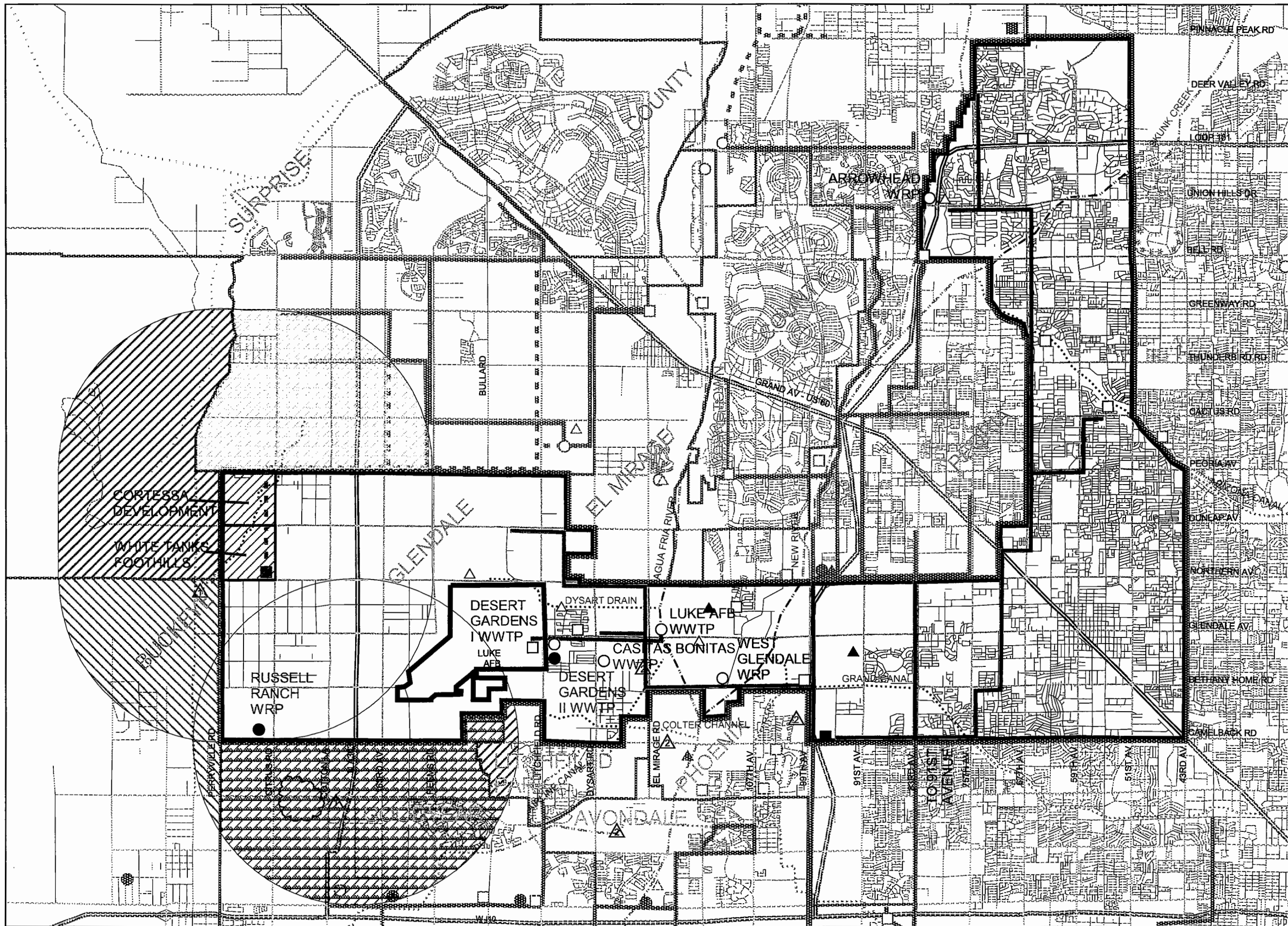
3.0 LETTERS OF SUPPORT

In June 2004, the City of Glendale solicited comments on the Final Draft, June 2004, of this Amendment from the following communities located within the prescribed 3 miles of each amendment item (Figure 4.8).

CITY AGENCIES WITHIN 3-MILE PERIMETER

City/Agency	Temporary Sewer Service Agreement	Future WRP Correction
Buckeye	X	X
Goodyear		X
Litchfield Park		X
Luke Air Force Base	X	X
Maricopa County	X	
Surprise	X	

Letters and comments were received from all agencies listed above. Copies of letters received follow.



- ▲ 208 WQMP Amendment Nov. 2004
- ▲ Misc. Corrections 2/15/04

- LEGEND:**
- Planning Area Boundary
 - Existing Interceptor
 - - - Future Interceptor
 - Existing Lift Station
 - Future Lift Station
 - Existing Treatment Facility
 - Future Treatment Facility
 - △ Existing Reuse/Recharge
 - ▲ Future Reuse/Recharge
 - ▨ Sewer Service for this Area Will be Provided by the City of Surprise per an Inter-governmental Agreement with the City of Glendale



TOWN OF BUCKEYE

August 24, 2004

Subject: City of Glendale – 208 Water Quality Management Plan Amendment,
Dated June 2004

To Whom It May Concern:

The Town of Buckeye has reviewed the 208 Water Quality Management Plan Amendment, Final Draft, June 2004. This plan includes the Russell Ranch WRP located within three miles of the Town of Buckeye Planning Area. The Town of Buckeye has no objection to the treatment facilities identified in the City of Glendale 208 Water Quality Management Plan.

Sincerely

Carroll E. Reynolds, P.E.
Town Manager

RECEIVED

SEP 16 2004

CAROLLO ENGINEERS
PHOENIX, ARIZONA



July 27, 2004

Kenneth A. Reedy, P.E.
Deputy City Manager, Public Works
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301-2599

RE: MAG 208 WATER QUALITY MANAGEMENT PLAN AMENDMENT

Dear Mr. Reedy:

The City of Goodyear has reviewed the City of Glendale's proposed amendment to the MAG 208 Water Quality Management Plan within 3 miles of our jurisdiction. Please be advised that the City does not have any objections to your proposed amendments.

If you have any questions, please contact me at 623-882-7504.

Sincerely,

CITY OF GOODYEAR

Charles McDowell
Water Management Director

cc: Grant I. Anderson, Deputy City Manager
File

MWP:mgp: MAG 208 WQ Plan Amendment 7/27/04

Proud past. Vibrant future!

Water Management Department
P.O. Box 5100 Goodyear, Arizona 85338
623-932-3010 Fax 623-932-2171 1-800-872-1749 TDD 623-932-6500
www.goodyearaz.gov

City of Litchfield Park

Office of the City Manager

July 16, 2004

Mr. Kenneth A. Reedy, P.E.
Deputy City Manager, Public Works
City of Glendale, Municipal Complex
5850 West Glendale Avenue
Glendale, AZ 85301-2599

RE: MAG 208 Water Quality Management Plan Amendment

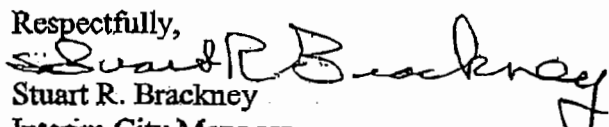
Dear Mr. Reedy:

The City of Litchfield park has reviewed the plan, which:

1. Expands the Glendale West Area Water Reclamation Facility
2. Modifies the description of the Glendale Municipal Planning Area
3. Deletes reference to a proposed privately owned, future wastewater treatment plant.

The City of Litchfield Park has no objections or concerns regarding the City of Glendale 208 Water Quality Management Plan Amendment dated June 21, 2004.

Respectfully,


Stuart R. Brackney
Interim City Manager



DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

15 July 2004

MEMORANDUM FOR Kenneth A. Reedy
Deputy City Manager, Public Works
5850 West Glendale Avenue
Glendale Arizona 85301

FROM: 56 CES/CEO
13970 West Lightning St.
Luke Air Force Base Arizona 85309

SUBJECT: Water Quality Management Plan Amendment

After reviewing your proposal for amendment to MAG 208 Water Quality Management Plan, we have no objections to the three projects listed in the proposal. If you have further inquiries, please contact me at 623-856-3636 or at the address above.



ANTHONY J. DAVIT, Major, USAF
Commander, Operations Flight

**ENVIRONMENTAL SERVICES
DEPARTMENT**

Albert F. Brown, RS, MPA, Director

1001 N. Central Avenue, Suite 150
Phoenix, Arizona 85004



**WATER AND WASTE MANAGEMENT
DIVISION**

John A. Power, PE, Division Manager

(802) 506-6666
FAX (802) 506-6925
TT (802) 506-6704

September 28, 2004

Maricopa Association of Governments
302 North 1st Avenue, Suite 300
Phoenix, Arizona 85003

Attention: Ms. Lindy Bauer, Environmental Program Coordinator

Re: City of Glendale Proposed 208 Water Quality Management Plan Amendment

Dear Ms. Bauer:

Carollo Engineers has submitted a proposed 208 Amendment to the Maricopa County Environmental Services Department (MCESD) for expansion of the City of Glendale West Area Water Reclamation Facility. The facilities are located near Camelback Road and Glen Harbor Avenue in the City of Glendale.

In accordance with the MAG 208 Water Quality Management Plan, the proposed 208 Amendment for the facility was submitted to this Department for comment, since the facility is located within three miles of the unincorporated area of Maricopa County.

Based on a review of the proposed 208 Amendment, dated June 2004, the Maricopa County Environmental Services Department, Water and Waste Management Division, supports the expansion of the City of Glendale West Area Water Reclamation Facility.

Approval to Construct (ATC) and Approval of Construction (AOC) must be obtained from this Department prior to start of construction and startup, respectively, of all treatment, recharge, reuse, and discharge facilities, including all conveyance facilities and final end user facilities. This also includes any re-ratings of treatment, recharge, reuse, or disposal facilities. Please correct Table 3.1 accordingly.

The Overview and Detailed Description of Amendment Items includes temporary sewer service for two (2) specific developments to be provided by the City of Surprise, utilizing a dedicated sewage pumping station, with treatment provided at the Surprise South Wastewater Treatment Facility.

Page 2 of 2

September 28, 2004

Ms. Lindy Bauer

City of Glendale Water Quality Management Plan Amendment

While this arrangement satisfies the needs of these two developments, it does not acknowledge, nor accommodate, the other developers in the same region that may wish to participate in this temporary solution. By exclusion, this may result in the proliferation of several smaller treatment facilities within this region, or the expanded use of septic systems, neither of which is desired. Furthermore, because this temporary solution has no schedule to return to a permanent Glendale treatment facility, provisions are also necessary for the City of Surprise to provide for long term capacity in their facility, which would require a 208 Amendment for additional expansion of the Surprise South treatment facility and service area.

The Overview and Detailed Description of Amendment Items also includes deletion of a proposed private treatment facility, to be developed by Arizona American Water Company. This proposed facility was not authorized by the City of Glendale is thereby being removed.

While this Department supports the deletion of this facility, this action does not acknowledge, nor accommodate, the numerous developers in this region that wish to participate in a regional solution. It is also critical that an alternative regional solution be provided for this region, or this may also result in the proliferation of several smaller treatment facilities within the region, or the expanded use of septic systems, neither of which is desired. Development of a regional solution or the development of additional small wastewater treatment facilities would require a future 208 Amendment.

If you have any questions or comments, please feel free to contact Mr. Dale Bodiya or myself, at 506-6666.

Sincerely,



John A. Power, PE

Manager, Water and Waste Management Division

cc:

Mr. Albert F. Brown, RS, MPA, Director, MC Environmental Services Department

Mr. Dale Bodiya, PE, Manager, Water / Wastewater Treatment Section, MCESD

ADEQ, Manager, Water Permits and Plan Review Section

Mr. Ken Reedy, PE, Deputy City Manager, City of Glendale

Mr. George Shirley, PE, Carollo Engineers

File



City Manager's Office
Jim Rumpeltes
12425 W. Bell Road, Suite D-100
Surprise, AZ 85374
Tel 623-583-1080 / Fax 623-583-4229

August 20, 2004

Mr. Ken Reedy
Deputy City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301-2599

Re: Glendale MAG 208 Plan Amendment Request

Dear Mr. Reedy:

I am writing in response to your request regarding the proposed City of Glendale Water Quality Management Plan Amendment. The City of Surprise has no objection to the City of Glendale Amendment, pursuant to the existing Inter Governmental Agreement (IGA) between Surprise and Glendale, which more specifically addresses the Cortessa and White Tank Foothills Development.

Sincerely,


Jim Rumpeltes, City Manager
City of Surprise

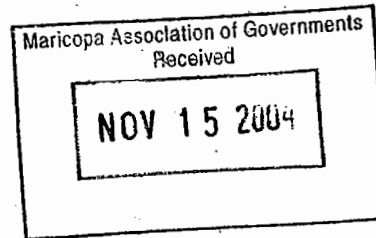
cc: George Shirley, Carollo Engineers
Bob Speirs, Stardust Development
Rich Williams, Sr., Water Services

**4.0 LETTERS TO JURISDICTIONS WITHIN THREE MILES
EXPLAINING REVISION TO THE DRAFT DOCUMENT
PREVIOUSLY SENT, AND GLENDALE'S INTENT TO UTILIZE
THE PRIOR LETTERS OF NO OBJECTION UNLESS
OTHERWISE ADVISED**



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November 12, 2004



Town of Buckeye
100 North Apache
Buckeye, AZ 85326

Attention: Carroll E. Reynolds, P.E.
Town Manager

Subject: Glendale MAG 208 Water Quality Management Plan Amendment

Gentlemen:

You have previously responded by letter, dated August 24, 2004, to a request from Mr. Ken Reedy, P.E., Deputy City Manager, Public Works, regarding a proposed amendment to the MAG 208 Water Quality Management Plan. The draft document forwarded for your review and comment contained these elements:

- A. Expansion of the Glendale West Area Water Reclamation Facility.
- B. Definition of an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise.
- C. Deletion of reference to a proposed privately owned wastewater treatment plant within the Glendale Municipal Planning area.

Glendale has determined to delete Item A, the first element involving expansion of the Glendale West Area Water Reclamation Facility, from the current amendment package and proceed only with the remaining two items at the present time (to be relabeled A and B, respectively).

The City's intent is to utilize your letter in the revised amendment package unless you advise us this is not acceptable prior to the next scheduled MAG Water Quality Advisory Committee meeting of November 30, 2004 (Agenda to be distributed November 22, 2004).

Please advise the City through Mr. Ken Reedy, P.E. at 623/930-2254, Mr. Glenn Compton, P.E. 623/930-3630, or Carollo Engineers, Mr. George Shirley, P.E. at 602/263-9500.

Sincerely,

CAROLLO ENGINEERS, P.C.

George E. Shirley, P.E.
Project Manager

GES:jh

Attachments

cc: Mr. Ken Reedy, City of Glendale
Mr. Glenn Compton, City of Glendale
Ms. Lindy Bauer, MAG



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November 12, 2004

City of Goodyear
Water Management Department
P.O. Box 5100
Goodyear, AZ 85338

Attention: Charles McDowell
Water Management Director

Subject: Glendale MAG 208 Water Quality Management Plan Amendment

Gentlemen:

You have previously responded by letter, dated July 27, 2004, to a request from Mr. Ken Reedy, P.E., Deputy City Manager, Public Works, regarding a proposed amendment to the MAG 208 Water Quality Management Plan. The draft document forwarded for your review and comment contained these elements:

- A. Expansion of the Glendale West Area Water Reclamation Facility.
- B. Definition of an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise.
- C. Deletion of reference to a proposed privately owned wastewater treatment plant within the Glendale Municipal Planning area.

Glendale has determined to delete Item A, the first element involving expansion of the Glendale West Area Water Reclamation Facility, from the current amendment package and proceed only with the remaining two items at the present time (to be relabeled A and B, respectively).

The City's intent is to utilize your letter in the revised amendment package unless you advise us this is not acceptable prior to the next scheduled MAG Water Quality Advisory Committee meeting of November 30, 2004 (Agenda to be distributed November 22, 2004).

Please advise the City through Mr. Ken Reedy, P.E. at 623/930-2254, Mr. Glenn Compton, P.E. 623/930-3630, or Carollo Engineers, Mr. George Shirley, P.E. at 602/263-9500.

Sincerely,

CAROLLO ENGINEERS, P.C.

George E. Shirley, P.E.
Project Manager

GES:jh

Attachments

cc: Mr. Ken Reedy, City of Glendale
Mr. Glenn Compton, City of Glendale
Ms. Lindy Bauer, MAG



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November 12, 2004

City of Litchfield Park
214 W. Wigwam Boulevard
Litchfield Park, AZ 85340

Attention: Stuart R. Brackney
Interim City Manager

Subject: Glendale MAG 208 Water Quality Management Plan Amendment

Gentlemen:

You have previously responded by letter, dated July 16, 2004, to a request from Mr. Ken Reedy, P.E., Deputy City Manager, Public Works, regarding a proposed amendment to the MAG 208 Water Quality Management Plan. The draft document forwarded for your review and comment contained these elements:

- A. Expansion of the Glendale West Area Water Reclamation Facility.
- B. Definition of an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise.
- C. Deletion of reference to a proposed privately owned wastewater treatment plant within the Glendale Municipal Planning area.

Glendale has determined to delete Item A, the first element involving expansion of the Glendale West Area Water Reclamation Facility, from the current amendment package and proceed only with the remaining two items at the present time (to be relabeled A and B, respectively).

The City's intent is to utilize your letter in the revised amendment package unless you advise us this is not acceptable prior to the next scheduled MAG Water Quality Advisory Committee meeting of November 30, 2004 (Agenda to be distributed November 22, 2004).

Please advise the City through Mr. Ken Reedy, P.E. at 623/930-2254, Mr. Glenn Compton, P.E. 623/930-3630, or Carollo Engineers; Mr. George Shirley, P.E. at 602/263-9500.

Sincerely,

CAROLLO ENGINEERS, P.C.

George E. Shirley, P.E.
Project Manager

GES:jh

Attachments

cc: Mr. Ken Reedy, City of Glendale
Mr. Glenn Compton, City of Glendale
Ms. Lindy Bauer, MAG



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for those we serve.*

November 12, 2004

59 CES/CEO
13970 West Lightning Street
Luke Air Force Base, AZ 85309

Attention: Anthony J. Davit, Major, USAF
Commander, Operations Flight

Subject: Glendale MAG 208 Water Quality Management Plan Amendment

Gentlemen:

You have previously responded by letter, dated July 15, 2004, to a request from Mr. Ken Reedy, P.E., Deputy City Manager, Public Works, regarding a proposed amendment to the MAG 208 Water Quality Management Plan. The draft document forwarded for your review and comment contained these elements:

- A. Expansion of the Glendale West Area Water Reclamation Facility.
- B. Definition of an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise.
- C. Deletion of reference to a proposed privately owned wastewater treatment plant within the Glendale Municipal Planning area.

Glendale has determined to delete Item A, the first element involving expansion of the Glendale West Area Water Reclamation Facility, from the current amendment package and proceed only with the remaining two items at the present time (to be relabeled A and B, respectively).

The City's intent is to utilize your letter in the revised amendment package unless you advise us this is not acceptable prior to the next scheduled MAG Water Quality Advisory Committee meeting of November 30, 2004 (Agenda to be distributed November 22, 2004).

Please advise the City through Mr. Ken Reedy, P.E. at 623/930-2254, Mr. Glenn Compton, P.E. 623/930-3630, or Carollo Engineers, Mr. George Shirley, P.E. at 602/263-9500.

Sincerely,

CAROLLO ENGINEERS, P.C.

George E. Shirley, P.E.
Project Manager

GES:jh

Attachments

cc: Mr. Ken Reedy, City of Glendale
Mr. Glenn Compton, City of Glendale
Ms. Lindy Bauer, MAG



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November 12, 2004

Maricopa County Environmental Services Department
1001 N. Central Avenue, Suite 150
Phoenix, AZ 85004

Attention: John A. Power, P.E.
Manager, Water and Waste Management Division

Subject: Glendale MAG 208 Water Quality Management Plan Amendment

Gentlemen:

You have previously responded by letter, dated September 28, 2004, to a request from Mr. Ken Reedy, P.E., Deputy City Manager, Public Works, regarding a proposed amendment to the MAG 208 Water Quality Management Plan. The draft document forwarded for your review and comment contained these elements:

- A. Expansion of the Glendale West Area Water Reclamation Facility.
- B. Definition of an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise.
- C. Deletion of reference to a proposed privately owned wastewater treatment plant within the Glendale Municipal Planning area.

Glendale has determined to delete Item A, the first element involving expansion of the Glendale West Area Water Reclamation Facility, from the current amendment package and proceed only with the remaining two items at the present time (to be relabeled A and B, respectively).

The City's intent is to utilize your letter in the revised amendment package unless you advise us this is not acceptable prior to the next scheduled MAG Water Quality Advisory Committee meeting of November 30, 2004 (Agenda to be distributed November 22, 2004).

Please advise the City through Mr. Ken Reedy, P.E. at 623/930-2254, Mr. Glenn Compton, P.E. 623/930-3630, or Carollo Engineers, Mr. George Shirley, P.E. at 602/263-9500.

Sincerely,

CAROLLO ENGINEERS, P.C.

A handwritten signature in cursive script that reads 'George E. Shirley'.

George E. Shirley, P.E.
Project Manager

GES:jh

Attachments

cc: Mr. Ken Reedy, City of Glendale
Mr. Glenn Compton, City of Glendale
Ms. Lindy Bauer, MAG



*Dedicated to creative,
responsive, quality solutions
for those we serve.*

November 12, 2004

City of Surprise
12425 W. Bell Road
Suite D-100
Surprise, AZ 85374

Attention: Jim Rumpeltes
City Manager

Subject: Glendale MAG 208 Water Quality Management Plan Amendment

Gentlemen:

You have previously responded by letter, dated August 20, 2004, to a request from Mr. Ken Reedy, P.E., Deputy City Manager, Public Works, regarding a proposed amendment to the MAG 208 Water Quality Management Plan. The draft document forwarded for your review and comment contained these elements:

- A. Expansion of the Glendale West Area Water Reclamation Facility.
- B. Definition of an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise.
- C. Deletion of reference to a proposed privately owned wastewater treatment plant within the Glendale Municipal Planning area.

Glendale has determined to delete Item A, the first element involving expansion of the Glendale West Area Water Reclamation Facility, from the current amendment package and proceed only with the remaining two items at the present time (to be relabeled A and B, respectively).

The City's intent is to utilize your letter in the revised amendment package unless you advise us this is not acceptable prior to the next scheduled MAG Water Quality Advisory Committee meeting of November 30, 2004 (Agenda to be distributed November 22, 2004).

Please advise the City through Mr. Ken Reedy, P.E. at 623/930-2254, Mr. Glenn Compton, P.E. 623/930-3630, or Carollo Engineers, Mr. George Shirley, P.E. at 602/263-9500.

Sincerely,

CAROLLO ENGINEERS, P.C.

George E. Shirley, P.E.
Project Manager

GES:jh

Attachments

cc: Mr. Ken Reedy, City of Glendale
Mr. Glenn Compton, City of Glendale
Ms. Lindy Bauer, MAG

InterGovernmental Agreement, City of Glendale and City of Surprise

Council Resolution #04-49, City of Surprise

Figure 4.8, Glendale Municipal Planning Area

Figure 4.11, Surprise Municipal Planning Area

Letter, Cortessa Will Serve Letter with Stipulations, City of Surprise

**Letter, Cortessa and White Tank Foothills Development,
Sewer System Operation and Maintenance, City of Surprise**

Preliminary Schedule, Cortessa (COS Sewer Option)

**Memorandum, Summary of Sewer System Improvements for Cortessa and
White Tank Foothills, David Evans & Associates**

**Figure, Cortessa & White Tanks Foothills Sewer System, David Evans &
Associates**

**Figure, Conceptual Site Master Plan, City of Surprise, RT International
Engineers**

Figure 24A, SPA1 Build-out Sewer System, RBF Consulting



**FACSIMILE TRANSMITTAL
CITY ATTORNEYS OFFICE**

12425 West Bell Road
Suite D-100
Surprise, Arizona 85374
623-583-3135 (Office)
623-583-1399 (Fax)

To: Stardust Development/Dorothy Deroches

Fax: 480/607-5801

Phone:

From: Jeffrey Blilie

Date: March 17, 2004

Subject: IGA re sewer service to Cortessa

Pages (incl. cover): 15

The information enclosed herein is confidential. Should you not receive all pages of this transmission, or receive this transmission in error, please call Connie at the above telephone number.

City of Glendale - C-5028

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF GLENDALE, ARIZONA
AND THE CITY OF SURPRISE, ARIZONA**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the City of Glendale, an Arizona municipal corporation ("Glendale"), and the City of Surprise, an Arizona municipal corporation ("Surprise"), hereinafter referred to collectively as "the Parties", or individually as "Party". This Agreement shall become effective upon the date the last Party signs ("the Effective Date").

Recitals

- A. The Parties are authorized to enter into this Agreement by A.R.S. §11-952.
- B. The purpose of the Agreement is to memorialize in writing the arrangement between the Parties regarding the provision of sewer service to the projects known as Cortessa, f/k/a White Tank Mountain Park Ranch, and White Tank Foothills. Both projects are approximately six hundred and forty (640) acres in size, and are located between Peoria Avenue, Perryville Road, Northern Avenue, and Citrus Road, see Exhibit A for a depiction of the properties, herein referred to collectively as "the Projects", or individually as "Project".
- C. The Parties agree and understand that the Projects are located within both Glendale's strip annexation and Maricopa Association of Governments (MAG) 208 sewer service area.
- D. The Parties also agree and understand that currently Surprise is in a better position to provide sewer service to the Projects, and that it is desirable to have a municipality providing sewer service to the Projects as opposed to alternative methods such as private providers or package plants.

Agreement

The Parties agree as follows:

- 1. **Incorporation of Recitals.** The Recitals set forth above are incorporated into this Agreement by this reference.
- 2. **Glendale's Duties.** Glendale shall:
 - a. Immediately start and diligently pursue the removal of the Projects from its MAG 208 service area.
 - b. Notify Surprise in writing when in the future it is capable and desirous of providing sewer service to the Projects.

3. Surprise's Duties. Surprise shall:

- a. Immediately start and diligently pursue the addition of the Projects to its MAG 208 service area.
- b. Provide the Projects with sewer service.
- c. Agree to relinquish the Projects back to Glendale, if and when Glendale determines that it desires to provide sewer service to the Projects.
- d. Immediately start and diligently pursue the removal of the Projects from its MAG 208 service area upon receipt of Glendale's written notification that Glendale has determined that it desires to provide sewer service to the Projects, provided the Projects were added to Surprise's MAG 208 sewer service area.
- e. Agree to pay to Glendale all sewer system development fees collected from the Projects within one (1) year following the date Glendale actually begins providing sewer service to the Projects.
- f. Require the Projects, at their sole cost and expense, to disconnect from Surprise's sewer system and connect to Glendale's sewer system within one hundred twenty (120) days following receipt of Glendale's written notification that Glendale has determined that it desires to provide sewer service to the Projects.
- g. Require the Projects to comply with its Luke Air Force Base notification requirements, specifically the requirement that the noise contour map shall be displayed in all model home complexes.

4. Term. The term of this Agreement shall be twenty-five (25) years, beginning on the Effective Date. This Agreement may be terminated earlier upon the mutual written consent of the Parties. In the event Glendale determines that it desires to provide sewer service to the Projects, then this Agreement shall terminate upon Surprise's payment to Glendale of the sewer system development fees collected from the Projects.

5. Indemnification. Each Party (as "indemnitor") agrees to indemnify, defend and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

6. Default, Breach, Remedies and Premature Termination. If either Party fails to perform any of its obligations under this Agreement, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have thirty (30) days after the receipt of such notice in which to cure the default, provided however, that if the default reasonably cannot be cured in thirty (30) days, then if the defaulting Party begins action to cure the default within thirty (30) days and expeditiously proceeds to complete such action, the time for curing the default shall be extended for the amount of time which is reasonably needed to cure the default. Failure to timely cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching Party may terminate this Agreement and obtain any remedy provided by law.

7. **Severability and Premature Termination.** If a court of competent jurisdiction holds, or if the Attorney General of Arizona opines in a written opinion, that any provision of this Agreement is invalid, then the invalid provision shall be stricken from this Agreement, and the Parties shall negotiate in good faith using their best efforts to revise this Agreement so that the Party which was benefitted by the invalid provision receives the benefit of its bargain. At the conclusion of such negotiations, the Party which was benefitted by the invalid provision may elect to continue this Agreement in force, with or without additional modification, or to terminate this Agreement.

8. **Premature Termination for Other Reasons.** Either Party may terminate this Agreement for the reasons stated in A.R.S. § 38-511. If a court of competent jurisdiction holds, or if the Attorney General of Arizona opines in a written opinion, that the duration of this Agreement is unlawful, then the duration of this Agreement shall extend for the longest period of time which is permissible by law, at the end of which time, this Agreement shall terminate; provided however, that prior to such termination the Parties shall use their best efforts in good faith to negotiate a lawful extension of this Agreement.

9. **Assignment and Delegation Prohibited.** Neither Party may assign any of its rights nor delegate any of its duties under this Agreement without the prior written consent of the other Party which may be withheld for any reason or for no reason.

10. **No Third Party Beneficiaries.** Only the Parties may enforce this Agreement. The Parties do not intend through this Agreement to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this Agreement.

11. **Governing Law; Choice of Forum.** This Agreement shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona. Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa.

12. **Fair Interpretation.** The Parties have been represented by counsel in negotiation and drafting this Agreement, and this Agreement shall be construed to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

13. **Entire Agreement.** This Agreement, including the attached Exhibits, constitutes the complete, exclusive and final expression of the Parties' intent, and as such, supersedes all previous communications, representations or agreements, written or verbal with respect to its subject matter.

14. **Section Heading.** The section headings used herein are for reference only and shall not be used to construe, define, extend or describe the scope or intent of this Agreement.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all so executed shall constitute one agreement, binding on the Parties.

16. **Notice.** Except as otherwise required by law, all notices given pursuant to the terms of this Agreement shall be in writing and shall further be deemed received upon personal delivery or transmission via telecopy thereof or if mailed, five (5) business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, to the Parties at the addresses set out below, or at such other address as either Party may designate in writing:

If to Surprise: City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374
Attn: Water Services Director

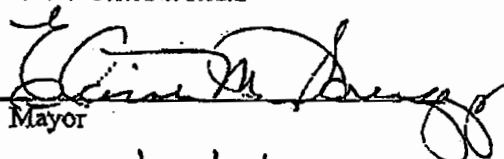
with a copy to: City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374
Attn: City Attorney

If to Glendale: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attn: City Manager

with a copy to: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attn: City Attorney

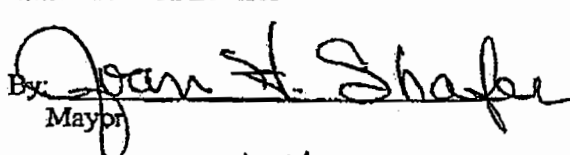
IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

CITY OF GLENDALE

By: 
Mayor

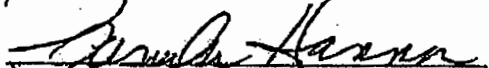
Dated: 2/26/04

CITY OF SURPRISE


By: 
Mayor

Dated: 3/3/04

ATTESTED BY

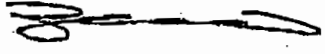

City Clerk

ATTESTED BY


City Clerk

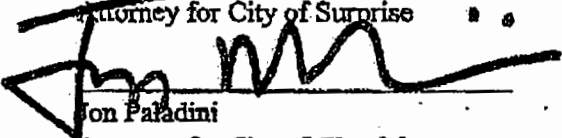
ATTORNEY CERTIFICATION

In accordance with A.R.S. § 11-952, the undersigned certify that the foregoing Amendment has been reviewed by the undersigned attorneys who have determined that the Agreement as amended is in proper form and is within the powers and authority granted to the public body represented by each attorney.



Jeffrey Billic

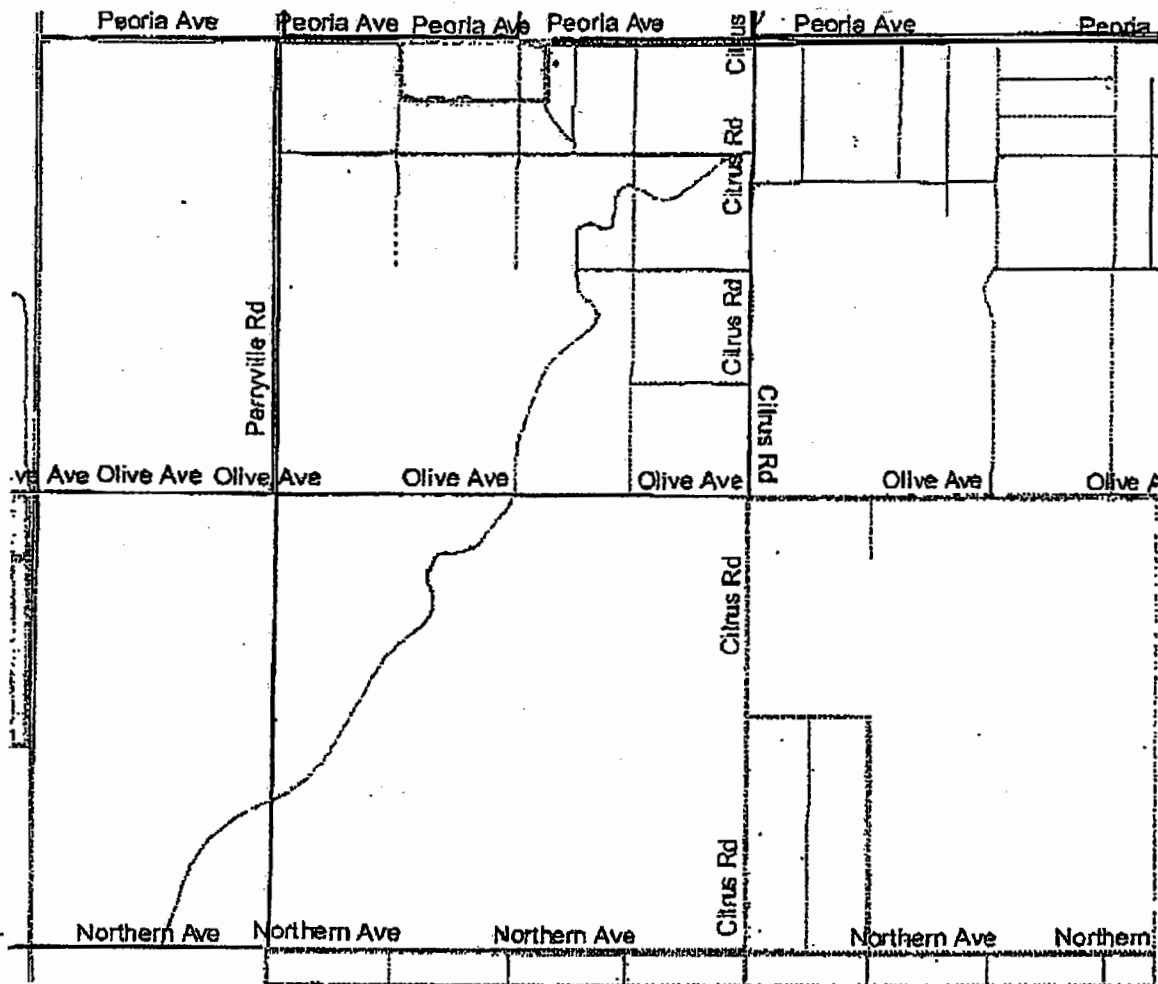
Attorney for City of Surprise



Jon Paladini

Attorney for City of Glendale

EXHIBIT A



RESOLUTION #04-49

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
SURPRISE, ARIZONA, APPROVING THE INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND
THE CITY OF SURPRISE, ARIZONA THAT ALLOWS FOR THE
PROVISION OF SEWER SERVICE WITHIN THE CITY OF
GLENDALE'S STRIP ANNEXATION AREA.**

WHEREAS, pursuant to Arizona Revised Statutes §11-952 the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities, and;

WHEREAS, this intergovernmental agreement will create an arrangement that will allow the City of Surprise to provide sewer service to a limited area within the City of Glendale's strip annexation area;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Surprise, Arizona, that:


Section 1. The City of Surprise hereby agrees to enter into the Intergovernmental Agreement between the City of Glendale, Arizona and the City of Surprise, Arizona, which is attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized and directed to sign the Intergovernmental Agreement between the City of Glendale, Arizona and the City of Surprise, Arizona on behalf of the City of Surprise.

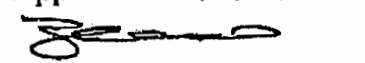
APPROVED AND ADOPTED this 12th day of February, 2004


Joan Shafer, Mayor

Attest:


Sherry Aguilar, City Clerk

Approved as to form:


Jeffrey Blilie, City Attorney

Yeas: Mayor Shafer, Vice-Mayor Cox, Council Members: Allen, Arismendez,
Bails & Sullivan. (Excused-Vukanovich)

Nays: _____

EXHIBIT A TO RESOLUTION #04-49**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF GLENDALE, ARIZONA
AND THE CITY OF SURPRISE, ARIZONA**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the City of Glendale, an Arizona municipal corporation ("Glendale"), and the City of Surprise, an Arizona municipal corporation ("Surprise"), hereinafter referred to collectively as "the Parties", or individually as "Party". This Agreement shall become effective upon the date the last Party signs ("the Effective Date").

Recitals

- A. The Parties are authorized to enter into this Agreement by A.R.S. §11-952.
- B. The purpose of the Agreement is to memorialize in writing the arrangement between the Parties regarding the provision of sewer service to the projects known as Cortessa, f/k/a White Tank Mountain Park Ranch, and White Tank Foothills. Both projects are approximately six hundred and forty (640) acres in size, and are located between Peoria Avenue, Perryville Road, Northern Avenue, and Citrus Road, see Exhibit A for a depiction of the properties, herein referred to collectively as "the Projects", or individually as "Project".
- C. The Parties agree and understand that the Projects are located within both Glendale's strip annexation and Maricopa Association of Governments (MAG) 208 sewer service area.
- D. The Parties also agree and understand that currently Surprise is in a better position to provide sewer service to the Projects, and that it is desirable to have a municipality providing sewer service to the Projects as opposed to alternative methods such as private providers or package plants.

Agreement

The Parties agree as follows:

- 1. **Incorporation of Recitals.** The Recitals set forth above are incorporated into this Agreement by this reference.
- 2. **Glendale's Duties.** Glendale shall:
 - a. Immediately start and diligently pursue the removal of the Projects from its MAG 208 service area.

- b. Notify Surprise in writing when in the future it is capable and desirous of providing sewer service to the Projects.

3. Surprise's Duties. Surprise shall:

- a. Immediately start and diligently pursue the addition of the Projects to its MAG 208 service area.
- b. Provide the Projects with sewer service.
- c. Agree to relinquish the Projects back to Glendale, if and when Glendale determines that it desires to provide sewer service to the Projects.
- d. Immediately start and diligently pursue the removal of the Projects from its MAG 208 service area upon receipt of Glendale's written notification that Glendale has determined that it desires to provide sewer service to the Projects, provided the Projects were added to Surprise's MAG 208 sewer service area.
- e. Agree to pay to Glendale all sewer system development fees collected from the Projects within one (1) year following the date Glendale actually begins providing sewer service to the Projects.
- f. Require the Projects, at their sole cost and expense, to disconnect from Surprise's sewer system and connect to Glendale's sewer system within one hundred twenty (120) days following receipt of Glendale's written notification that Glendale has determined that it desires to provide sewer service to the Projects.
- g. Require the Projects to comply with its Luke Air Force Base notification requirements, specifically the requirement that the noise contour map shall be displayed in all model home complexes.

4. Term. The term of this Agreement shall be twenty-five (25) years, beginning on the Effective Date. This Agreement may be terminated earlier upon the mutual written consent of the Parties. In the event Glendale determines that it desires to provide sewer service to the Projects, then this Agreement shall terminate upon Surprise's payment to Glendale of the sewer system development fees collected from the Projects.

5. Indemnification. Each Party (as "indemnitor") agrees to indemnify, defend and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

6. Default, Breach, Remedies and Premature Termination. If either Party fails to perform any of its obligations under this Agreement, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have thirty (30) days after the receipt of such notice in which to cure the default, provided however, that if the default reasonably cannot be cured in thirty (30) days, then if the defaulting Party begins action to cure the default within thirty (30) days and expeditiously proceeds to complete such action, the time for curing the default shall be extended for the

amount of time which is reasonably needed to cure the default. Failure to timely cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching Party may terminate this Agreement and obtain any remedy provided by law.

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8. Premature Termination for Other Reasons. Either Party may terminate this Agreement for the reasons stated in A.R.S. § 38-511. If a court of competent jurisdiction holds, or if the Attorney General of Arizona opines in a written opinion, that the duration of this Agreement is unlawful, then the duration of this Agreement shall extend for the longest period of time which is permissible by law, at the end of which time, this Agreement shall terminate; provided however, that prior to such termination the Parties shall use their best efforts in good faith to negotiate a lawful extension of this Agreement.

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11. Governing Law; Choice of Forum. This Agreement shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona. Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa.

12. Fair Interpretation. The Parties have been represented by counsel in negotiation and drafting this Agreement, and this Agreement shall be construed to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

13. Entire Agreement. This Agreement, including the attached Exhibits, constitutes the complete, exclusive and final expression of the Parties' intent, and as such, supersedes all previous communications, representations or agreements, written or verbal with respect to its subject matter.

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15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all so executed shall constitute one agreement, binding on the Parties.

16. **Notice.** Except as otherwise required by law, all notices given pursuant to the terms of this Agreement shall be in writing and shall further be deemed received upon personal delivery or transmission via telecopy thereof or if mailed, five (5) business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, to the Parties at the addresses set out below, or at such other address as either Party may designate in writing:

If to Surprise: City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374
Attn: Water Services Director

with a copy to: City of Surprise
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374
Attn: City Attorney

If to Glendale: Attn: City Manager

with a copy to: Attn: City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

CITY OF GLENDALE

EXHIBIT COPY

By: _____
Mayor

Dated: _____

ATTESTED BY
EXHIBIT COPY

City Clerk

CITY OF SURPRISE

EXHIBIT COPY

By: _____
Mayor

Dated: _____

ATTESTED BY

EXHIBIT COPY

City Clerk

ATTORNEY CERTIFICATION

In accordance with A.R.S. § 11-952, the undersigned certify that the foregoing Amendment has been reviewed by the undersigned attorneys who have determined that the Agreement as amended is in proper form and is within the powers and authority granted to the public body represented by each attorney.

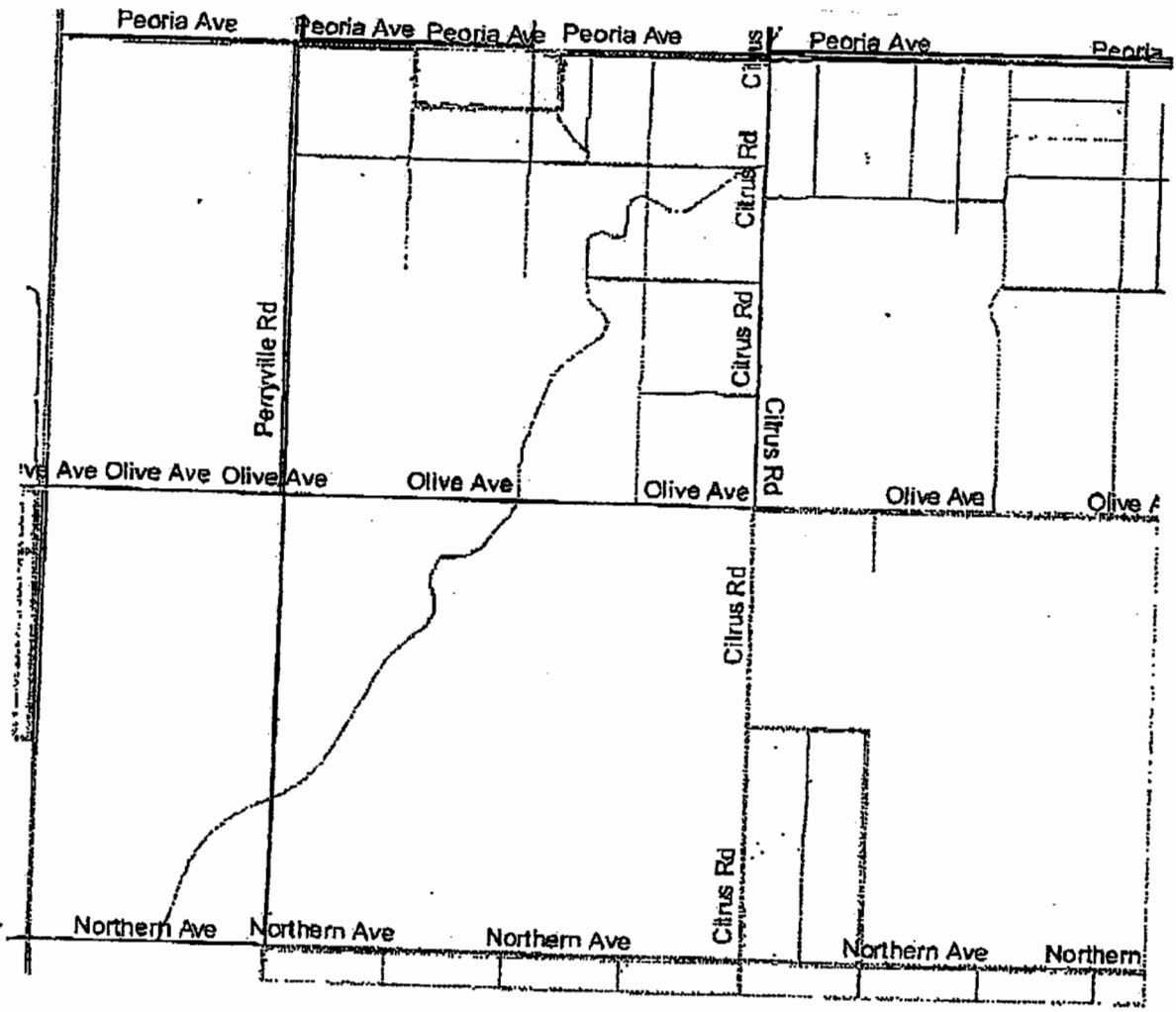
EXHIBIT COPY

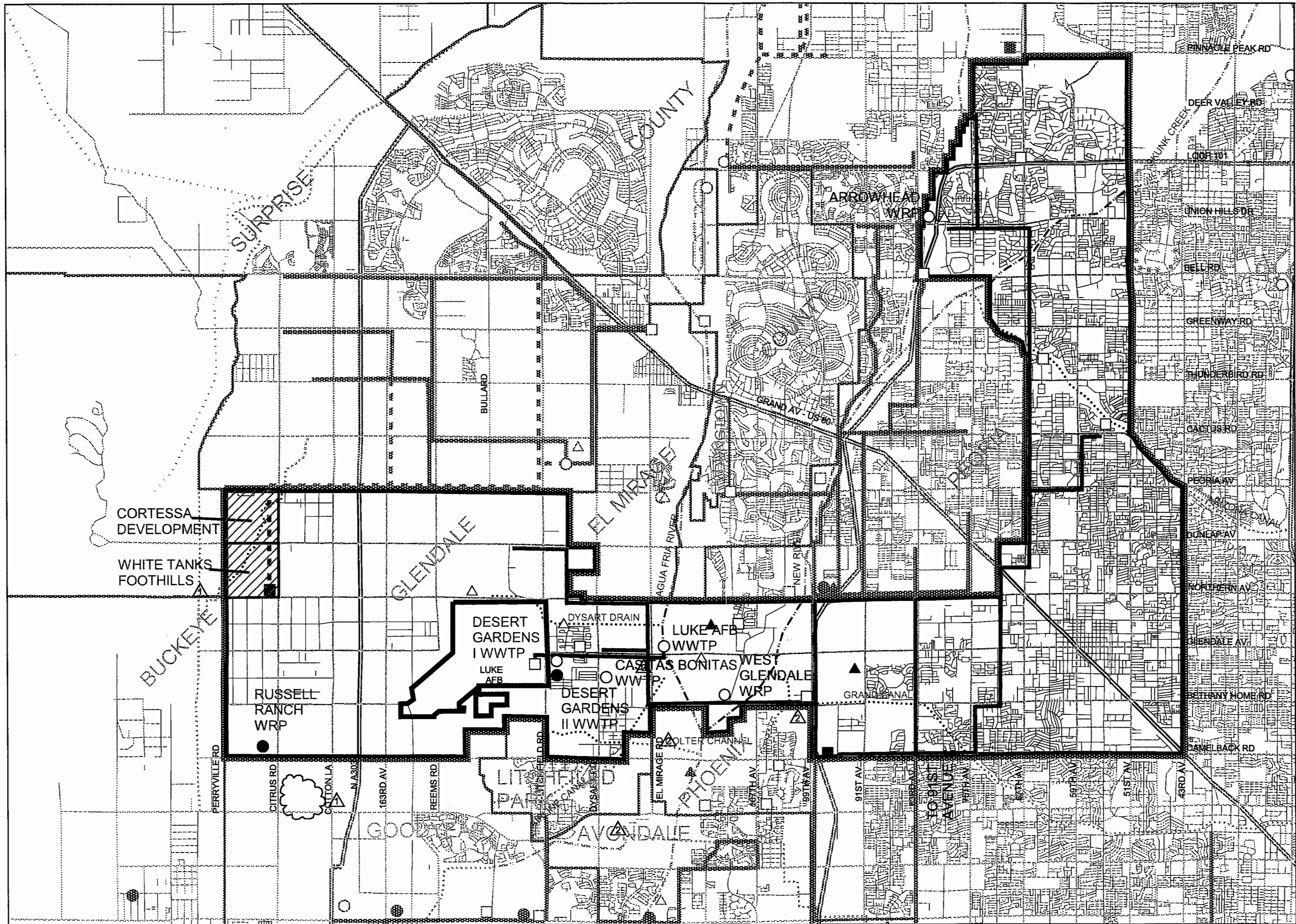
Jeffrey Bilic
Attorney for City of Surprise

EXHIBIT COPY

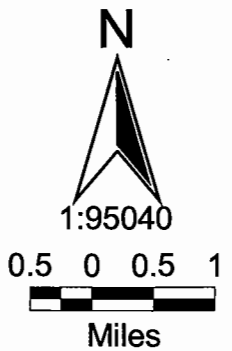
Attorney for City of Glendale

EXHIBIT A





Maricopa Association of Governments
208 Water Quality Management Plan
2002



- ▲ 208 WQMP Amendment Nov. 2004
- ▲ Misc. Corrections 2/15/04

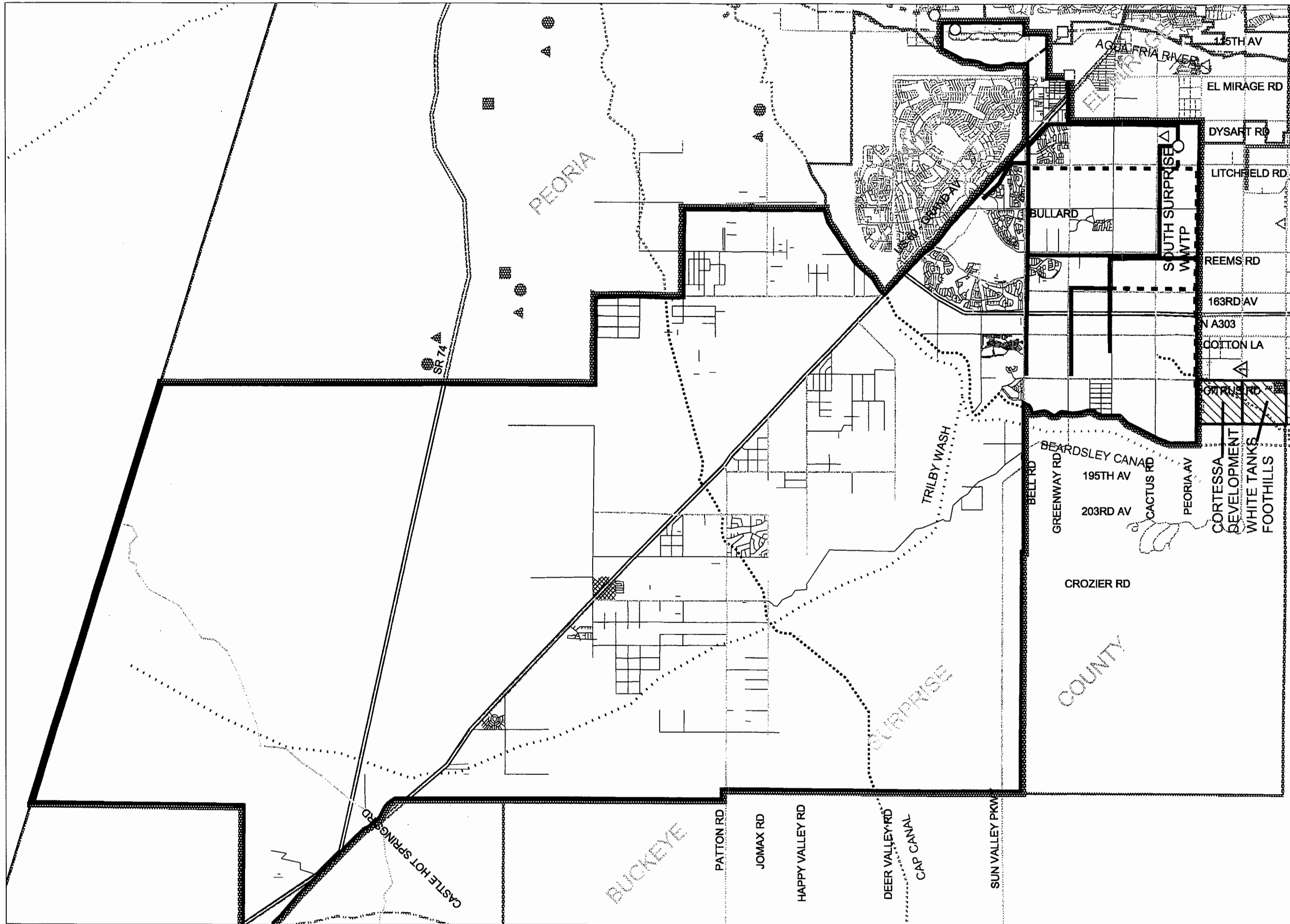
LEGEND:

- ▬ Planning Area Boundary
- ▬ Existing Interceptor
- ▬ Future Interceptor
- Existing Lift Station
- Future Lift Station
- Existing Treatment Facility
- Future Treatment Facility
- △ Existing Reuse/Recharge
- ▲ Future Reuse/Recharge
- ▨ Sewer Service for this Area Will be Provided by the City of Surprise per an Inter-governmental Agreement with the City of Glendale

Glendale Municipal
Planning Area

03/22/02

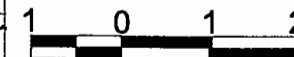
FIGURE 4.8



Maricopa Association of Governments
208 Water Quality Management Plan
2002



1:126,720



Miles

208 WQMP Amendment
Feb. 2004 2/15/04

LEGEND:

- Planning Area Boundary
- Existing Interceptor
- Future Interceptor
- Existing Lift Station
- Future Lift Station
- Existing Treatment Facility
- Future Treatment Facility
- Existing Reuse/Recharge
- Future Reuse/Recharge

Sewer Service for this Area
Will be Provided by the City
of Surprise per an Inter-
governmental Agreement
with the City of Glendale

Surprise
Municipal
Planning Area

03/22/02

FIGURE 4.11



WATER SERVICES DEPARTMENT
12425 West Bell Road, Suite D-100
Surprise, Arizona 85374
Office: (623) 875-4290
Fax: (623) 583-2892
Web Site: www.surpriseaz.com

January 29, 2004

Attention: Bob Speirs
Stardust Companies
6730 N. Scottsdale Rd. / Suite 230
Scottsdale, Arizona 85253

Re: Cortessa Will Serve Letter
With stipulations

Dear Mr. Bob Speirs:

The Cortessa project is in the unincorporated County, but is within the City of Glendale's Planning and Sewer service areas. The City of Surprise is currently formulating an Intergovernmental Agreement (IGA) with the City of Glendale, which allows the City of Surprise to be the sewer provider for this project and the adjacent project to the south known as White Tank Foothills. Once all IGA, MAG 208 Amendment and Development Agreement requirements and obligations are met, the City of Surprise will provide sanitary sewer service to these projects.

Please note the Surprise City Council has previously authorized staff to proceed with this arrangement. Furthermore, the IGA is currently scheduled to be placed on a February Surprise City Council agenda approval.

Please feel free to contact me if you have any questions at 623-875-4247.

Sincerely,

Todd Gillam
Water Services, Infrastructure Specialist

**WATER SERVICES DEPARTMENT**

12425 W. Bell Road, Suite D-100

Surprise, Arizona 85374

Office: (623) 875-4290

Fax: (623) 583-2892

Web Site: www.surpriseaz.com

March 15, 2004

Darren Gerard
Maricopa County Planning & Development Department
411 North Central Avenue, 3rd Floor
Phoenix, AZ 85004

**RE: Cortessa & White Tank Foothills
Sewer System Operation and Maintenance**

Dear Mr. Gerard:

The City of Surprise has reached an agreement in principle with the developers of the Cortessa and White Tank Foothills projects to own, operate and maintain their combined sewer collection system, which includes the on-site sewer lines, lift station and force main leading into our main sewer trunk line in Peoria Ave.

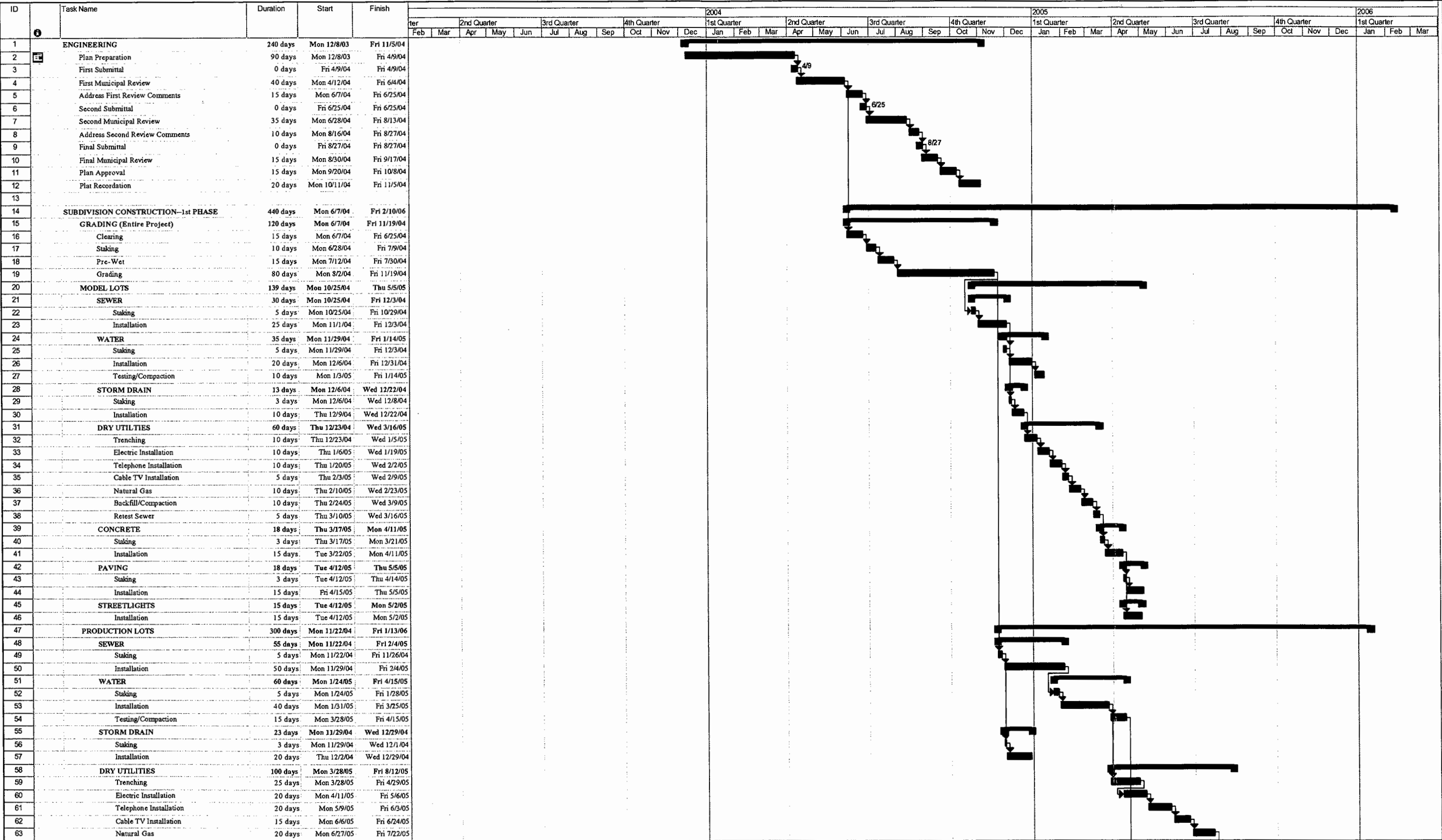
It is my understanding that the developers are seeking Preliminary Plat approval from Maricopa County, and will represent to Maricopa County that the operation and maintenance agreement for the collection system will be executed prior to the submittal of any Final Plat application.

The City of Surprise previously issued a "will-serve" letter to provide the sewer service for these projects, and both the Surprise and Glendale City Councils have approved the Intergovernmental Agreement.

The City of Surprise is committed to providing sewer service to the Cortessa and White Tank Foothills projects, and will continue to work with the developers on the preparation and execution of a formal operation and maintenance agreement.

Sincerely,

Rich Williams, Sr.
Water Services Director









CORTESSA (COS SEWER OPTION)
PRELIMINARY SCHEDULE
Date: Mon 5/3/04

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

ID	Task Name	Duration	Start	Finish	2004												2005												2006																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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CORTESSA (COS SEWER OPTION)
PRELIMINARY SCHEDULE
Date: Mon 5/3/04

Task  Progress  Summary  External Tasks  Deadline 
Split  Milestone  Project Summary  External Milestone 



DAVID EVANS
AND ASSOCIATES INC.

MEMORANDUM

DATE: December 2, 2004
TO: George Shirley, Carollo Engineers
FROM: Bill Roberts
SUBJECT: Summary of Sewer System Improvements for Cortessa and White Tank Foothills
PROJECT: Cortessa
PROJECT NO: STAR0000-0114
COPIES: Dorothy Desroches, Stardust, Inc.

George,

We have addressed your questions regarding the 208 Amendment below.

GENERAL DESCRIPTION OF DEVELOPMENTS:

Cortessa:

Cortessa is approximately 613 acres of residential and commercial development in Maricopa County, Arizona, Section 27, Township 3 North, Range 2 West of the Gila and Salt River Base Meridian. The project site is bounded by Peoria Avenue on the north, Citrus Road on the east, Olive Avenue on the south, and the unimproved Perryville Road alignment on the west.

White Tank Foothills:

White Tank Foothills is approximately 640 acres of residential and commercial development in Maricopa County, Arizona, Section 34, Township 3 North, Range 2 West of the Gila and Salt River Base Meridian. The project is bounded by Olive Avenue on the north, Citrus Road on the east, Northern Avenue on the south, and the unimproved Perryville Road alignment on the west.

WASTEWATER FLOWS:

The wastewater flows generated by each development and their individual phases are listed in the table below. The estimated completion dates for each phase are also provided.

Development	Phase	Estimated Date of Completion	DU's	Peak Factor	Estimated Peak WW Flows ¹ (Mgd)
Cortessa	1	2005	1248	1.82	0.727 ²
Cortessa	2	To be determined	352	1.82	0.205 ²
Cortessa	3	To be determined	132	1.82	0.077 ²
WT Foothills	1	2005	365	1.82	0.213 ²
WT Foothills	2	2007	311	1.82	0.181 ²
WT Foothills	3	2009	610	1.82	0.355 ²
Cortessa and WT Foothills	Ultimate	2009	3016 ²	1.82	2.162 ³

¹ Flow calculations are based on ADEQ guidelines with a peaking factor of 1.82.

² Residential flows only.

³ Includes equivalent DU's and flows for commercial.

IMPROVEMENTS AND OPERATIONS:

The wastewater generated by Cortessa and White Tank Foothills will flow through gravity sewer lines along Citrus Road to a lift station located in the southeast corner of White Tank Foothills. The lift station will have 2 submersible sewage pumps with a capacity of 1501 gpm at 133' of TDH each, associated piping, valving, odor control, backup power, and typical site improvements such as stone ground cover and CMU walls. The lift station will be built at ultimate capacity. Wet well levels will be adjusted based on incoming flows until the ultimate build-out condition. The lift station will discharge through a 12" force main located along Citrus Avenue north to a proposed gravity trunk sewer located on Peoria Avenue. The trunk sewer will be constructed as part of this project and will run along Peoria Avenue between Citrus Road and Reems Road. The trunk sewer will tie into a proposed gravity trunk line located at the Reems Road intersection. This proposed line between Reems Road and Bullard Avenue will be designed and constructed by others. An exhibit showing the proposed improvements has been attached to this memorandum.

George Shirley, Carollo Engineers

December 2, 2004

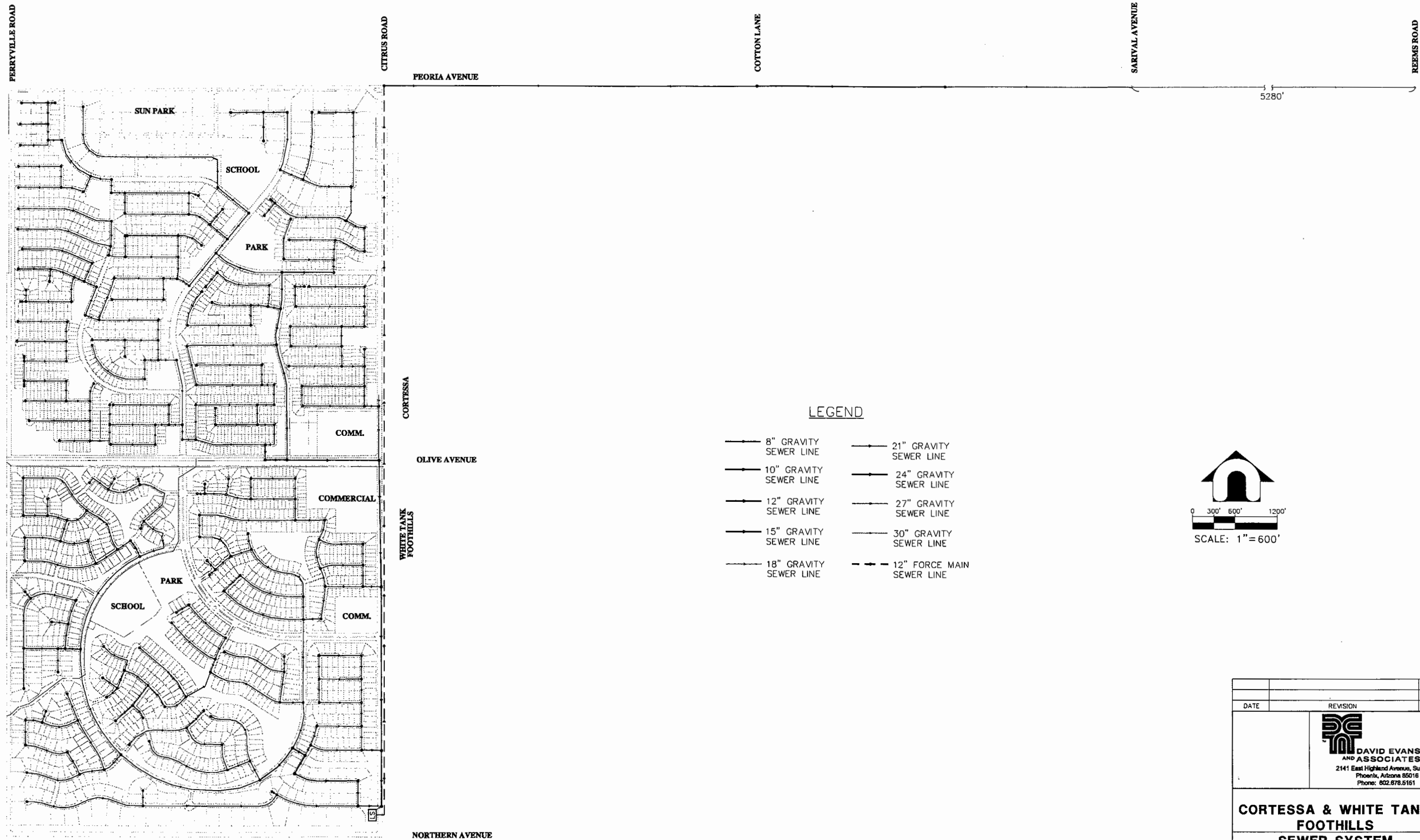
Page 3

The lift station, sewer force main, and sewer collection system within Cortessa, White Tank Foothills, and on Citrus Road between Peoria Avenue and Northern Avenue will be maintained and operated by the City of Surprise. The sewer trunk line on Peoria Avenue will also be maintained and operated by the City of Surprise.

DEA has contacted Rich Williams with the City of Surprise. Rich will send a "Will Serve" letter to Carollo along with information regarding the City's South Surprise WWTP process and capacity.

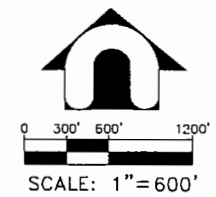
It is understood Carollo will obtain a signed copy of the Inter-Governmental Agreement between the City of Glendale and the City of Surprise once it has been approved.


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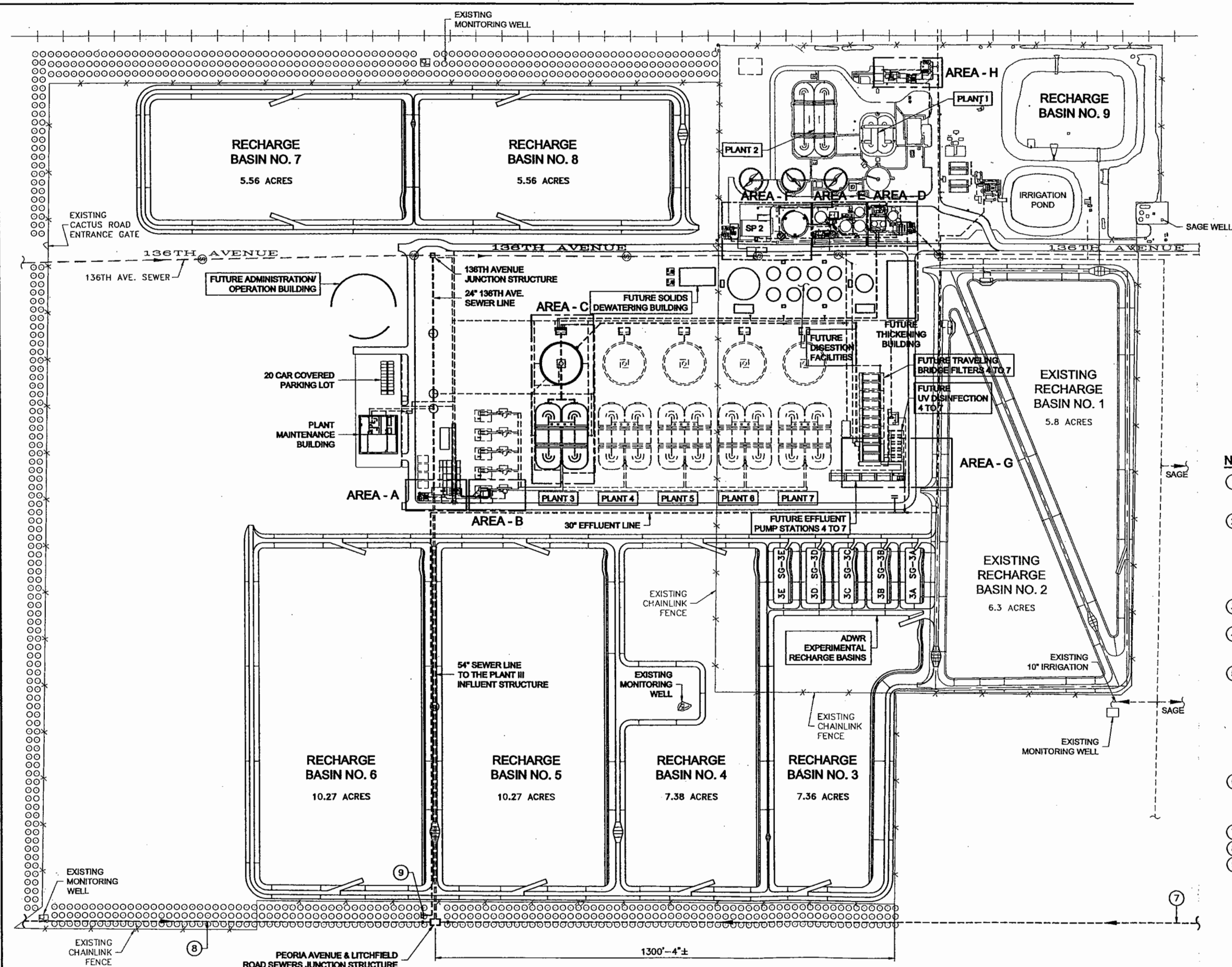


LEGEND

- | | |
|------------------------|---------------------------|
| 8" GRAVITY SEWER LINE | 21" GRAVITY SEWER LINE |
| 10" GRAVITY SEWER LINE | 24" GRAVITY SEWER LINE |
| 12" GRAVITY SEWER LINE | 27" GRAVITY SEWER LINE |
| 15" GRAVITY SEWER LINE | 30" GRAVITY SEWER LINE |
| 18" GRAVITY SEWER LINE | 12" FORCE MAIN SEWER LINE |



DATE		REVISION	BY
		 DAVID EVANS AND ASSOCIATES INC 2141 East Highland Avenue, Suite 200 Phoenix, Arizona 85016 Phone: 602.878.5151	
CORTESSA & WHITE TANKS FOOTHILLS SEWER SYSTEM			
DESIGN BY: GBJ		DATE: 2/04	
CHECKED BY: WDR		DRAWN BY: GBJ	
JOB NO.: STAR0000-0114		SHEET 1 OF 1	



- NOTES:**
- 1 THE SITE MASTER PLAN IS CONCEPTUAL IN NATURE, BASED ON THE FLOW AND GROWTH INFORMATION PROVIDED BY THE CITY.
 - 2 THE MASTER PLANNING IS CONCEPTUAL IN NATURE AND IS FOR THE 24 MGD PLANT BUILD-OUT CAPACITY. IT, HOWEVER, DOES NOT INCLUDE THE ACTUAL DESIGN OF THE 24 MGD FACILITIES. ACTUAL DESIGN IS FOR THE PLANT III 4.0 MGD FACILITIES ONLY. THE OBJECTIVE OF THE MASTER PLANNING IS TO PROVIDE SPACE ALLOCATION FOR THE FUTURE 4 MGD PLANT INCREMENTS; PLANTS 4 TO 7.
 - 3 THE PAVING AND GRADING MAY NECESSITATE LOCATION ADJUSTMENT OF THE FUTURE (PLANT 4 TO 7) FACILITIES.
 - 4 THE CITY OF SURPRISE HAS PURCHASED ADDITIONAL 97 ACRES OF LAND CONTIGUOUS TO THE EXISTING PLANTS I & II FOR THE CONSTRUCTION OF THE PLANTS 3 TO 7.
 - 5 THE EXPANDED SITE HAS ADEQUATE SPACE FOR THE CONSTRUCTION OF THE LIQUID STREAM AND SOLID STREAM TREATMENT FACILITIES FOR THE FUTURE 4.0 MGD INCREMENTAL EXPANSIONS, INCLUDING THE PLANT III 4.0 MGD EXPANSION FACILITIES. THE SITE, HOWEVER, DOES NOT HAVE SPACE FOR THE CONSTRUCTION OF RECHARGE FACILITIES FOR PLANTS 4 TO 7. THE CITY WILL NEED TO PUMP THE RECLAIMED WATER FROM PLANTS 4 TO 7, TO AN OFF-SITE RECHARGE OR REUSE FACILITY.
 - 6 THE CITY WILL NEED TO NEGOTIATE ODOR AND NOISE EASEMENTS WITH THE MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT FOR THE CONSTRUCTION OF PLANTS 4 TO 7.
 - 7 FUTURE PEORIA AVENUE SEWER INTERCEPTOR.
 - 8 FUTURE LITCHFIELD ROAD SEWER INTERCEPTOR.
 - 9 30" EFFLUENT LINE TO OFF-SITE RECHARGE/REUSE FACILITIES.

RT ENGINEERS International
 3201 North 16th Street Phoenix, Arizona 85016
 phone (602) 222-6898 fax (602) 222-6840

REVISIONS				
REV.	DESCRIPTION	BY	DATE	APP















SEAL 1: SEAL 2:

City of Surprise
WATER SERVICES DEPARTMENT
4 MGD PLANT III MODULAR EXPANSION PROJECT
SURPRISE SOUTH WATER RECLAMATION FACILITY

DATE OF LAST EDIT: 10/5/01	TITLE: CONCEPTUAL SITE MASTER PLAN
BY: ETS	
SCALE: 1"=130'-0"	JOB NO. DWG. NO. C-1
CITY INDEX NO.	REV.

● Man Hole

Pipe

	8 inch
	10 inch
	12 inch
	15 inch
	18 inch
	21 inch
	24 inch
	27 inch
	30 inch
	33 inch
	36 inch
	42 inch
	48 inch
	54 inch

Man Hole ID
Invert Depth (ft)

Pipe ID	Full Flow Capacity (gal)
---------	--------------------------



A horizontal scale bar with a black and white alternating pattern. It is labeled with '1' at the left end, '0' in the middle, and '1 Miles' at the right end.



PLANNING ☐ **DESIGN** ☐ **CONSTRUCTION**

16605 NORTH 28TH AVE. STE.100
PHOENIX, ARIZONA 85053-7550
602.487.2200 • FAX 602.487.2201 • www.RBF.com

Disclaimer:
The data presented in this layout is derived from the build-out sewer system model for the City of Surprise. This data is presented for informational purposes only. The engineer is responsible for verifying the invert depths, locations, pipe sizes, capacities, and available capacity, before undertaking a design project.

4/26/2004

Pages 4-82 and 4-83, Chapter 4 Point Source Plan, MAG 208 Water Quality Management Plan Update, October 2002 (striking the Future Arizona American Water Company Water Reclamation Plant with an ultimate plant capacity of eight million gallons per day and sewer service area within the western portion of the Glendale Municipal Planning area)

Table ES.1, Point Source Plan Summary, MAG 208 Water Quality Management Plan Update, October 2002

Figure ES-1, Existing and Planned WWTP Locations

be shut down and flows within the Glendale MPA currently directed to this facility will be redirected to the Goodyear LPSCo system as identified in the 208 Plan Amendment for Goodyear/LPSCo. Both of these small treatment plants discharge effluent via seepage pits.

Future Wastewater System Development. A portion of the wastewater from the South Area will continue to be discharged to the SROG system. The Glendale West Area Water Reclamation Facility is planned to treat its ultimate capacity of 15 mgd of wastewater from the South Area. The first expansion of the WAWRF is planned within the 2002-2010 period.

The City of Glendale is firmly committed to maximizing the recharge and reuse of treated effluent. The city's goal is to reclaim up to 80 to 85 percent of the total wastewater flow for recharge or reuse.

Wastewater flow projections (annual average flow in mgd for each treatment plant service area) are presented in Table 4.20 based on flow projections from Table 4.19.

Table 4.1 Glendale Wastewater System Projected Flow Allocations to WWTPs MAG 208 Water Quality Management Plan Update				
Year	SROG Facility (mgd)¹	ARWRF (mgd)²	WAWRF (mgd)²	Total Projected Flow
2000	14.75	2.63	2.33	19.71
2005	11.95	3.49	6.78	22.22
2010	4.96	4.30	14.52	23.78
2015	6.28	4.54	14.52	25.34
2020	7.84	4.54	14.52	26.90
¹ Annual average daily flows. Includes residuals from WRP.				
² Annual average effluent flow (local WRP flow less residuals).				

The sewerage master study identified a number of collection system improvements to be constructed, principally relief sewers 12 or 15 inches in diameter. The Ocotillo Road relief sewer will be 2.75 miles of 30-inch diameter sewer, required before year 2005.

A new wastewater treatment plant is planned for the Russell Ranch development on a site near Camelback Road and Citrus Road. The treatment facilities will consist of influent pumping and headworks, conventional extended aeration activated sludge with nitrogen removal, tertiary filtration, and UV disinfection. Capacity of the initial facility will be 0.06 mgd with ultimate capacity of 0.40 mgd. Effluent will be recharged or reused for landscape irrigation. Once the plant is constructed and operational, ownership will be taken over by Arizona American Water Company under the Arizona Corporation Commission.

~~Within the western portion of the Glendale MPA, Arizona American Water Company is planning a sewer service for an area called the Arizona American Water Company (AAWC) Service Area. The AAWC SA is defined on the north by Peoria Avenue, on the west by Perryville Road, on the south by Camelback Road, and on the east by Loop 303 and~~

Reems Road. A treatment plant of ultimate capacity of 8 mgd (annual average day) is planned to be constructed in phases to match rate of area development, with initial sizing to be 0.5 mgd. Although AAWC is still in the process of evaluating options to select the best location for the plant site within the service area, a possible location is in the northwest quadrant of Camelback Road and Loop 303. The AAWC Water Reclamation Plant is planned to ultimately serve as the regional plant and will replace the initial Russell Ranch WWTP facility, which will be decommissioned after the initial WRP startup and sewer connection is complete. The WRP will consist of process units including preliminary treatment, activated sludge, flow equalization, filtration, disinfection, sludge stabilization or anaerobic digestion, and gravity belt or belt press thickening. Effluent will be recharged or reused for landscape irrigation and sludge will be hauled to landfill.

A new wastewater treatment plant is planned for the Desert Gardens II Apartment Complex on Glendale Avenue west of 135th Avenue. The 60,000 gpd WWTP will consist of a sewage lift station, primary settling, extended aeration, denitrification, clarification, tertiary filtration and disinfection. Sludge disposal will be to State-approved landfill and effluent disposal will be through deep sewage pits. An Aquifer Protection Permit will be required.

Summary of Proposed Improvements

Capital improvements through the year 2010 are summarized below.

Item	Estimated Cost ¹
Glendale West Area WRP Expansion	\$20,000,000
SROG Treatment Plant Upgrades	\$28,300,000
Sewer Line Installation and Rehabilitation	\$18,600,000
New Reuse Lines	\$11,300,000
Total	\$78,200,000

¹ Costs are at current (June 2000) dollars, ENR = 6238.

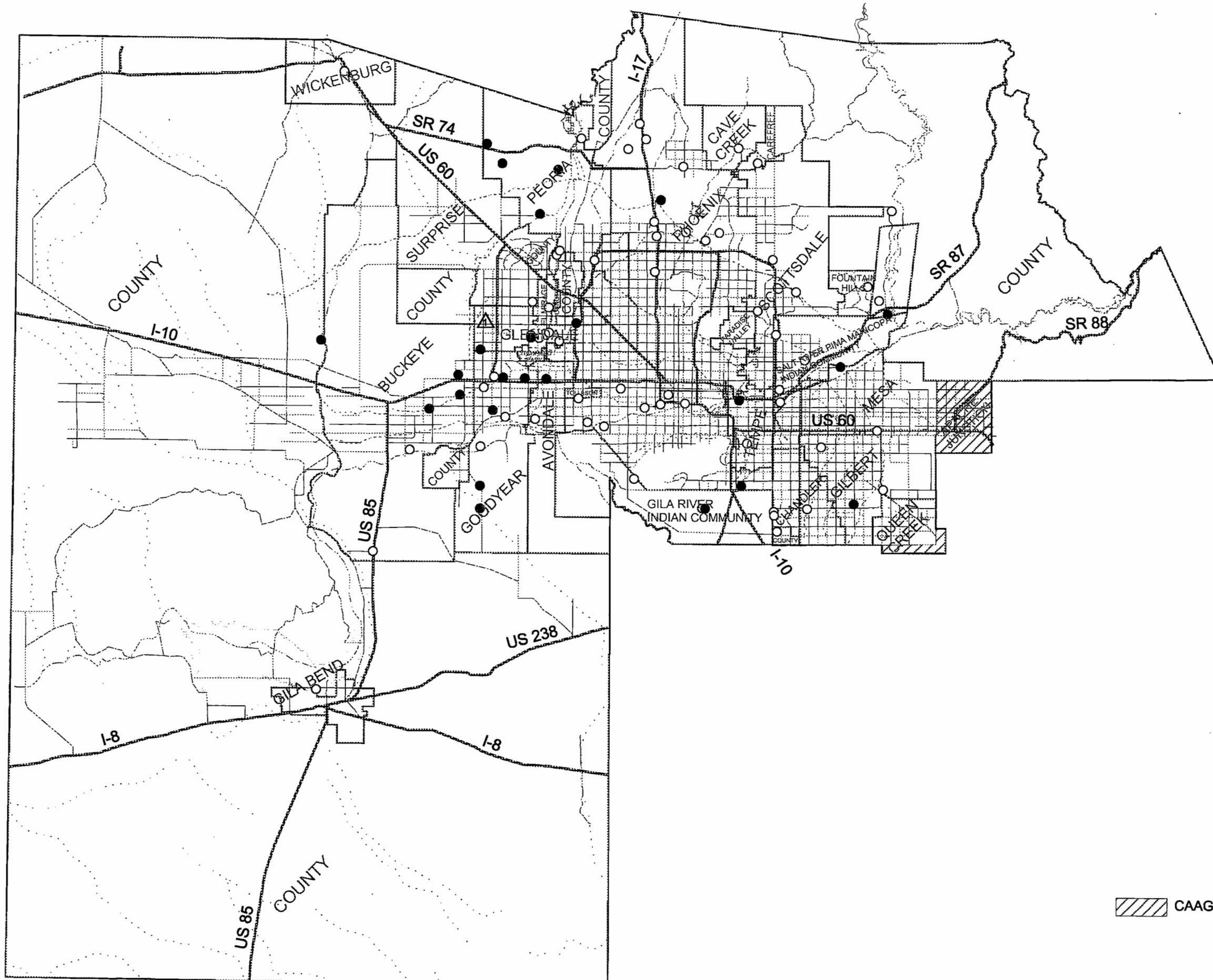
Table ES.1 Point Source Plan Summary MAG 208 Water Quality Management Plan Update							
AREA	MEMBER AGENCY	TREATMENT PLANTS				OTHER IMPROVEMENTS	ESTIMATED COSTS ²
		NAME	CURRENT MGD	FUTURE ¹ ADD MGD	ULTIMATE MGD		
Central	Phoenix	23d Ave. WWTP	63.0	0.0	78.0	Collection System Lift Stations Estrella WW System Multi-City Sewers Tres Rios	\$166,220,000
		91st Ave. WWTP (SROG)	179.25	25.25	239.97 ³		\$215,414,800
		Cave Creek WRP	8.0	8.0	32.0		\$43,150,000
		North Gateway WRP	-	4.0	32.0		\$30,000,000
							\$150,178,000
							\$7,825,000
							\$20,000,000
							\$96,925,000
Southwest	Avondale	Misc. WWTP Facilities (13 small)	0.2	-	0.2		\$28,021,000
							-
		Avondale WWTP	3.5	2.9	20.0	Sewer Extensions Trunk Sewers	\$30,800,000
		Northside WRP	-	6.0	6.0		\$8,000,000
		Package WWTP	-	1.0	1.0		\$1,000,000
							\$2,000,000
							\$8,635,000
	Buckeye	Buckeye WWTP	0.6	1.4	2.0		\$3,500,000
		Sundance WWTP	-	3.6	3.6		\$18,000,000
		Blue Horizons WWTP	-	0.8	2.0		\$3,500,000
		ADOC Lewis Prison	0.75	-	0.75		-
		Verrado WRF	-	0.45	3.35		\$3,000,000
	Goodyear	Goodyear WWTP	3.0	8.0	11.0		\$66,475,000
		Gila River Basin-Cotton Lane WRP	-	4.0	4.0		
		Lockheed Martin WWTP	0.45	-	0.45		
		AZ Equest Center	0.12	-	0.12		-
		LPSCO Palm Valley WRF	-	4.1	8.2		\$19,174,000
		LPSCO Sarival WRF	-	4.1	8.2		\$19,174,000
		Rainbow Valley (Lum Basin) WRF	-	1.0	9.2		\$46,000,000
		Corgett Basin WRF	0.8	1.4	2.2		\$11,000,000
		Waterman Basin WRF	-	2.8	5.5		\$27,500,000
	Litchfield Park	-	-	-	-		-

Table ES.1 Point Source Plan Summary MAG 208 Water Quality Management Plan Update							
AREA	MEMBER AGENCY	TREATMENT PLANTS				OTHER IMPROVEMENTS	ESTIMATED COSTS ²
		NAME	CURRENT MGD	FUTURE ¹ ADD MGD	ULTIMATE MGD		
Northwest	Tolleson	Tolleson WWTP	17.5	7.4	24.9		\$49,175,000
	El Mirage	El Mirage WWTP	1.0	2.6	3.6		\$11,500,000
	Glendale	Arrowhead Ranch WRF	4.5	-	4.5		-
		West Area WRF	4.3	10.7	15.0		\$20,000,000
		Desert Gardens II WWTP	0.05	-	0.05		
		Casitas Bonitas WWTP	0.05	-	0.05		
		AAWC Russell Ranch WWTP	-	0.06	-		\$1,199,000
		AAWC WRP	-	0.50	8.0		\$3,000,000
		Desert Gardens II WWTF	-	0.06	0.06		\$442,000
						Sewer Lines	\$18,600,000
						Reuse Lines	\$11,300,000
	Luke AFB	Luke AFB WWTP	1.0	-	1.0		-
	Peoria	Beardsley WWTP	3.0	13.0	16.0		\$65,000,000
		South Peoria WRP	-	2.8	13.0		\$13,220,000
		Pleasant Harbor WWTP	0.063	-	0.189		-
		Jomax WRP	-	6.7	9.0		\$33,500,000
		Paddelford WRP	-	0.6	1.0		\$3,000,000
		Saddleback WRP	-	0.5	0.9		\$3,000,000
		Quintero WWTP	-	0.07	0.15		\$420,000
						S. Collection System	\$156,000
						99th Ave. Int. Parallel	\$6,920,000
						N Cent Collection System	\$16,500,000
						NW Collection System	\$8,500,000
	Surprise	Litchfield Road WWTP	1.32	-	1.32		
		South Surprise WWTP	3.2	4.0	36.0		\$45,000,000
		North Surprise WWTP					\$41,000,000
	Youngtown		-	-	-		-
Northeast	Carefree	BMSC WWTP	0.12	-	0.16		-
	Cave Creek	Rancho Manana WWTP	0.233	-	0.233		-

Table ES.1 Point Source Plan Summary MAG 208 Water Quality Management Plan Update							
AREA	MEMBER AGENCY	TREATMENT PLANTS				OTHER IMPROVEMENTS	ESTIMATED COSTS²
		NAME	CURRENT MGD	FUTURE¹ ADD MGD	ULTIMATE MGD		
Northeast (continued)	Fountain Hills	Fountain Hills WWTP	2.6	0.6	3.2	Infrastructure	\$10,000,000 \$2,400,000
	Paradise Valley	-	-	-	-		-
	Scottsdale	Gainey Ranch WRP	1.7	-	1.7		-
		Water Campus WRP	12.0	12.0	24.0		\$24,500,000
		Water Campus AWTP	10.0	12.0	22.0		-
		Taliesen West WWTP	0.015	-	0.015	Sewer System Improvement	\$5,229,000
Southeast	Guadalupe	-	-	-	-		-
	Chandler	Lone Butte WRF	10.0		10.0		-
		Ocotillo WRF	10.0		20.0		-
		Airport WRF	6.5	10.0	20.0		\$54,600,000
		Industrial WWTP	2.8	-	2.8		-
						Collection System	\$18,200,000
						Reclaimed Water System	\$31,900,000
						Recharge Facilities	\$47,700,000
	Gilbert	Neely WRF	8.5	2.5	11.0		\$10,200,000
		Mesa-Gilbert South WRP	-	10.0	19.0	Sewer/Lift Station	\$78,250,000 \$3,593,300
						Reclaimed Water System	\$4,710,000
	Mesa	Northwest WRP	18.0	12.0	30.0		\$50,000,000
		Southeast WRP	8.0	8.0	16.0		-
		Mesa-Gilbert South WRP	-	20.0	30.0	WW System Expansion	\$30,000,000 \$52,000,000
	Queen Creek	-	-	-	-	Collection System	\$10,250,000
	Tempe	Kyrene WRP	4.5	5.5	10.0		\$25,000,000
		Rio Salado WRP	-	-	11.0	Infrastructure Improve.	- \$40,900,000

Table ES.1 Point Source Plan Summary MAG 208 Water Quality Management Plan Update							
AREA	MEMBER AGENCY	TREATMENT PLANTS				OTHER IMPROVEMENTS	ESTIMATED COSTS²
		NAME	CURRENT MGD	FUTURE¹ ADD MGD	ULTIMATE MGD		
Outlying	Gila Bend	Gila Bend WWTP	0.13	0.57	0.7		\$1,000,000
	Wickenburg	Wickenburg WWTP	0.8	0.4	1.2		\$1,613,000
						Infrastructure Improve	\$3,859,600
	Gila River Indian Community	Wild Horse Pass WRP	2.0	8.0	10.0		-
		Vee Quiva WWTP	0.1	-	0.1		-
	Salt River Pima-Maricopa Indian Community	Roadrunner WWTP	0.1	-	-		
		Victory Acres WWTP	0.4	-	-		
		Pavilions WWTP	0.12	-	-		
						Sewer Improve	\$3,000,000
	Ft McDowell	Casino WWTP	0.06	-	-		
	Yavapai Nation	Beeline Highway WWTP	-	0.24	0.24	Sewer Improve	\$10,000,000
	Maricopa County	Anthem (AAWC)	0.5	4.0	4.5		\$17,500,000
		Belmont	-	4.5	4.5		\$18,500,000
		Lakeland Village	-	2.9	2.9		\$17,400,000
		Mountainwood	-	0.37	0.37		\$2,200,000
		Rio Verde Utilities	0.3	0.6	0.9		\$4,700,000
		Sun City West (AAWC)	2.14	1.16	6.44		\$7,000,000
		Sun Lakes	2.4	-	2.4		-
		Wigwam Creek	-	2.4	2.4		\$14,400,000
		Misc. Small WWTP (15 WWTPs)	0.42	-	0.42		-
Totals			400.12	245.53	876.07		\$1,977,528,700
				245.03	865.07		\$1,974,528,700

¹ Defined expansions/additions within 20-year plan.
² Costs from CIP or estimated future additional mgd capacities of treatment plants.
³ Year 2020 planning period only.



▲ 208 WQMP Amendment
Feb. 2004 2/15/04
(Deleted AAWC WRP
in Glendale MPA)

CAAG Planning Areas

LEGEND:
○ Existing Treatment Facility
● Future Treatment Facility

**Existing & Planned
WWTP Locations**

Handwritten Signature
Notary Public



**MARICOPA
ASSOCIATION of
GOVERNMENTS**

302 North 1st Avenue, Suite 300 ▲ Phoenix, Arizona 85003
Phone (602) 254-6300 ▲ FAX (602) 254-6490
E-mail: mag@mag.maricopa.gov ▲ Web site: www.mag.maricopa.gov

December 8, 2004

TO: Interested Parties for Water Quality

FROM: Brenda Day, Environmental Planning Program Manager

SUBJECT: PUBLIC HEARING ON THE DRAFT MAG 208 WATER QUALITY MANAGEMENT PLAN AMENDMENTS FOR THE TOWN OF BUCKEYE PALO VERDE ROAD WASTEWATER TREATMENT PLANT, CITY OF SURPRISE SPECIAL PLANNING AREA 3 REGIONAL WASTEWATER TREATMENT PLANT, AND CITY OF GLENDALE TEMPORARY SEWER SERVICE AGREEMENT AND FUTURE WATER RECLAMATION PLANT CORRECTION

Public Hearing

January 19, 2005 at 4:00 p.m.
MAG Office, Saguaro Room
302 N. 1st Avenue, Second Floor
Phoenix, Arizona 85003

The Maricopa Association of Governments (MAG) will conduct a public hearing on the Draft MAG 208 Water Quality Management Plan Amendments for the Town of Buckeye Palo Verde Road Wastewater Treatment Plant, City of Surprise Special Planning Area 3 Regional Wastewater Treatment Plant, and City of Glendale Temporary Sewer Service Agreement and Future Water Reclamation Plant Correction on January 19, 2005. The purpose of the hearing is to receive public comments on the draft plan amendments.

The proposed Buckeye Palo Verde plant would have a capacity of 10.2 million gallons per day (mgd) and would be located east of Palo Verde Road, between Broadway and Southern. Reclaimed effluent would be disposed through reuse, recharge, and an Arizona Pollutant Discharge Elimination System (AZPDES) permit discharge. The City of Surprise Special Planning Area 3 plant would have a 30 mgd capacity and would be located in the southwest quarter of Section 22 of Township 4 North, Range 2 West. Reclaimed effluent would be disposed through reuse, recharge and an AZPDES permit discharge.

The draft Glendale amendment defines an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise, and includes a correction to the 208 Plan to delete a future Arizona American Water Company Water Reclamation Plant with an ultimate capacity of 8.0 mgd and sewer service area within the western portion of the Glendale Municipal Planning Area.

For your information and convenience, a copy of the public hearing notice is enclosed. The draft documents

are available for public review at the MAG Office, third floor from 8:00 a.m. to 5:00 p.m. Monday through Friday. Copies are also available for review at the Glendale Public Library, 5959 West Brown Street; Mesa Public Library, 64 East First Street; and Phoenix Central Public Library, 1221 North Central Avenue. Public comments are welcome at the hearing, or may be submitted in writing by 4:00 p.m. on January 19, 2005 to MAG staff at the address below.

Contact Persons: Brenda Day- Buckeye and
Surprise Amendments
Julie Hoffman- Glendale
Amendment
302 N. 1st Avenue, Suite 300
Phoenix, AZ 85003
Fax: (602) 254-6490

**PUBLIC HEARING ON THE DRAFT MAG 208 WATER QUALITY MANAGEMENT PLAN
AMENDMENTS FOR THE CITY OF SURPRISE SPECIAL PLANNING AREA 3 REGIONAL
WASTEWATER TREATMENT PLANT, TOWN OF BUCKEYE PALO VERDE ROAD
WASTEWATER TREATMENT PLANT AND CITY OF GLENDALE TEMPORARY SEWER
SERVICE AGREEMENT AND FUTURE WATER RECLAMATION PLANT CORRECTION**

Wednesday, January 19, 2005 at 4:00 p.m.
MAG Office, Suite 200 - Saguaro Room
302 North 1st Avenue
Phoenix, Arizona 85003

The Maricopa Association of Governments (MAG) will conduct a public hearing on the Draft MAG 208 Plan Amendments for the Town of Buckeye Palo Verde Road Wastewater Treatment Plant, the City of Surprise Special Planning Area 3 Regional Wastewater Treatment Plant, and the City of Glendale Temporary Sewer Service Agreement and Future Water Reclamation Plant Correction. The purpose of the hearing is to receive public comments on the draft amendments.

The proposed Surprise Special Area 3 Plant would have a capacity of 30 million gallons per day (mgd) and would be located in the southwest quarter of Section 22 of Township 4 North, Range 2 West. Reclaimed effluent would be disposed through reuse, recharge and an Arizona Pollutant Discharge Elimination System (AZPDES) permit discharge. The proposed Buckeye Palo Verde Plant would have a capacity of 10.2 mgd and would be located east of Palo Verde Road, between Broadway and Southern. Reclaimed effluent would be disposed through reuse, recharge, and an AZPDES permit discharge.

The Glendale amendment defines an area within the Glendale Municipal Planning Area where temporary sewer service will be provided by the City of Surprise, and includes a correction to the 208 Plan to delete a future Arizona American Water Company Water Reclamation Plant with an ultimate capacity of eight million gallons per day and sewer service area within the western portion of the Glendale Municipal Planning Area.

Following consideration of comments received, it is anticipated that the MAG Water Quality Advisory Committee will make a recommendation to the MAG Management Committee. On February 9, 2005, the MAG Management Committee is anticipated to make a recommendation to the MAG Regional Council. It is anticipated that the MAG Regional Council will take action on the draft plan amendments on February 23, 2005.

The draft documents will be available for public review at the MAG Office from 8:00 a.m. to 5:00 p.m. Monday through Friday beginning Wednesday, December 8, 2004. Copies will also be available for review at the Glendale Public Library, 5959 West Brown Street; Mesa Public Library, 64 East First Street; and Phoenix Central Public Library, 1221 North Central Avenue. Public comments are welcome at the hearing, or may be submitted in writing by 4:00 p.m. on January 19, 2005 to MAG staff at the address below.

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Surprise Amendments
Julie Hoffman- Glendale
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Fax: (602) 254-6490

Maricopa Association of Governments
Phoenix

JAN 28 2005

MARICOPA ASSOCIATION OF GOVERNMENTS
WATER QUALITY ADVISORY COMMITTEE MEETING
AND PUBLIC HEARING
ON THE DRAFT MAG 208 PLAN AMENDMENT
FOR THE CITY OF SURPRISE SPA III,
TOWN OF BUCKEYE PALO VERDE ROAD
WASTEWATER TREATMENT FACILITY, AND
CITY OF GLENDALE TEMPORARY SEWER SERVICE AGREEMENT AND
FUTURE WATER RECLAMATION PLAN CORRECTION

January 19, 2005
4:06 p.m.
Phoenix, Arizona

Glennie
Reporting Services

5333 North 7th Street
Suite B110
Phoenix, Arizona 85014-2840

(602) 266-6535 Phone
(602) 266-9661 Fax

Prepared by:
Dawna J. Boswell, RPR
Arizona Certified Court
Reporter No. 50326

Prepared for:

(Original)

1 The Public Hearing was taken on January 19,
2 2005, commencing at 4:06 p.m., at the offices of the
3 Maricopa Association of Governments, 302 North First
4 Avenue, Suite 200, Saguaro Room, Phoenix, Arizona, before
5 DAWNA J. BOSWELL, a Certified Court Reporter, Certificate
6 No. 50326, for the State of Arizona.

7 Mr. Roger Klinger for the City of Scottsdale
8 acted as the Chairman.

9 Members attending were Greg Stack, City of
10 Avondale; Lucky Roberts, City of El Mirage; Chris Ochs,
11 City of Glendale; Barry Hess, City of Goodyear; Robert
12 Hollander, City of Phoenix; Rich Williams, City of
13 Surprise; Dale Bodiya, Maricopa County; John Boyer,
14 Pinnacle West Capital; Patrick Clay, University of
15 Arizona Cooperative Extension; Jacqueline Strong, City of
16 Chandler (via conference call); Lonnie Frost, Town of
17 Gilbert (via conference call); Bill Haney, City of Mesa
18 (via conference call); Steven Bontrager, City of Peoria
19 (via conference call).

20 Also present were Mayor Fred Waterman, B.J.
21 Cornwall, and Joanne Garrett, City of El Mirage; Raj
22 Thakur and Kevin Elverum, RT Engineers; George Shirley,
23 Carollo Engineers; Ken Reedy, Roger Baily and Glenn
24 Compton, City of Glendale; Chris Young, Town of Buckeye;
25 Tim Goodrich, Maracay Homes; Jared Carr and Brandon

1 Squire, RBF Consulting; Fred Goldman, Kennedy/Jenks;
2 Brenda Day, Julie Hoffman, and Stephen Gross, Maricopa
3 Association of Governments.
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The following proceedings were had:

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1 MR. KLINGER: I'd like to call the meeting
2 to order.

3 First, a reminder to please speak directly
4 into the microphone so that the members attending by
5 audio/videoconference can hear you, and I would also like
6 to ask the folks who are speaking on audiophone to please
7 use your receiver, not your speaker phone so we can hear
8 you better.

9 And let's begin with our committee member
10 introductions starting with those attending by
11 audioconference. Bill, can you hear me?

12 MR. HANEY: Yes, I can. Bill Haney, City of
13 Mesa.

14 THE COURT REPORTER: I didn't hear his name.

15 MR. KLINGER: Bill Haney from the City of
16 Mesa.

17 Lonnie, are you with us? No.

18 Jacqueline.

19 MS. STRONG: Yes.

20 MR. KLINGER: Could you state your name and
21 city for the record.

22 MS. STRONG: Jacqueline Strong, Chandler.

23 MR. KLINGER: We're having trouble hearing.

24 MS. STRONG: Jacqueline Strong from
25 Chandler, okay?

1 MR. KLINGER: We are having a little trouble
2 hearing you, so if you would both speak up, we would
3 appreciate it.

4 Let's start with John and go around and
5 introduce ourselves.

6 MR. BOYER: I'm John Boyer with Arizona
7 Public Service Company.

8 MR. CLAY: Patrick Clay with the University
9 of Arizona Cooperative Extension.

10 MS. ROBERTS: Lucky Roberts, City of
11 El Mirage Public Works.

12 MR. OCHS: Chris Ochs, City of Glendale.

13 MR. KLINGER: Roger Clinger, City of
14 Scottsdale.

15 MR. HOLLANDER: Bob Hollander, City of
16 Phoenix.

17 MR. STACK: Greg Stack, City of Avondale.

18 MR. HESS: Barry Hess, City of Goodyear.

19 MR. WILLIAMS: Rich Williams, City of
20 Surprise.

21 MR. KLINGER: Okay. We do have a quorum.

22 We also have a time on our agenda when
23 member agencies can report on activities of interest
24 occurring in their agencies. I don't want to ask if
25 anyone is doing anything interesting, but do you have

1 anything to report on of interest? I'm sure everyone is
2 doing interesting work, but anything compelling at this
3 point?

4 MR. BONTRAGER: Roger?

5 MR. KLINGER: Yes.

6 MR. BONTRAGER: This is Steven Bontrager
7 with the City of Peoria also on the telephone.

8 MR. KLINGER: Okay, Steven Bontrager, City
9 of Peoria. Thanks, Steven. Thank you for joining us.

10 Okay. Let's go to item 3 is our call to the
11 audience which is an opportunity for citizens to comment
12 on items not scheduled on today's agenda that fall under
13 the jurisdiction of MAG or on items on the agenda that
14 are for discussion but not for action. This is the only
15 opportunity to comment on nonaction items. Because of
16 state law, the committee may not discuss or take action
17 on any items not scheduled on the agenda. For members of
18 the audience who wish to speak, cards are available from
19 staff. Please fill out a blue card and give it to
20 Brenda.

21 Did we get any?

22 MS. DAY: No.

23 MR. KLINGER: Okay. Seeing none, then we
24 will move on to the next item, the approval of our
25 November 30, 2004 meeting minutes. The minutes are

1 included in your packet for your review. Are there any
2 corrections or additions to the minutes? Any other
3 questions on the minutes? If not, I would accept a
4 motion.

5 MR. HOLLANDER: I do have a question. On
6 page 4 at the top, there is a statement I guess made by
7 Mr. Williams on page 4 of the meeting minutes. It states
8 that Mr. Williams indicated that a wash goes through the
9 site, although it is not a water of the United States. I
10 wanted to check to see if that is correct.

11 Let me restate it again. On page 4 of the
12 meeting minutes, it states, "Mr. Williams indicated that
13 wash goes through the site, although it is not a water of
14 the United States." I just wanted to make sure that that
15 was accurate.

16 MR. WILLIAMS: Possibly I wasn't using the
17 correct reference or terminology. The intent was that
18 the Army Corps of Engineers has responded the wash does
19 not include waters of the United States, and a 404 permit
20 is not required. And we have a letter on record to that
21 effect.

22 MR. HOLLANDER: Okay.

23 MR. KLINGER: All right. Sorry about the
24 problems. We'll work it out.

25 Any other questions, comments? If not, I'll

1 accept a motion for approval.

2 MR. HESS: I move that we approve the
3 minutes.

4 MR. KLINGER: Hearing a motion, is there a
5 second?

6 MR. OCHS: Second.

7 MR. KLINGER: Any further discussion? All
8 in favor, please say aye.

9 (A chorus of ayes.)

10 MR. KLINGER: Opposed, nay.

11 (No response)

12 MR. KLINGER: Motion carries unanimously.

13 Thank you.

14 Let's move to the next item on the agenda,
15 the public hearing. The public hearing is now open on
16 the Draft MAG 208 Plan Amendment for the Surprise Special
17 Planning Area III called SPA III, the Town of Buckeye
18 Palo Verde Road Wastewater Treatment Facility, and the
19 City of Glendale Temporary Sewer Service Agreement and
20 Future Water Reclamation Plan correction.

21 We begin with a briefing on each draft
22 amendment. Following the briefings, hearing participants
23 are invited to make comments for the public record. We
24 do have a court reporter present to provide an official
25 record of the hearing. Again, I would ask that we speak

1 into the microphone so the court reporter, or the
2 official recorder can get all the comments down. Any
3 written comments from the public are also welcome.

4 Those who wish to speak on the amendments,
5 we have a yellow card that can be filled out and given to
6 Brenda, and she will hand it to me, and we will call on
7 any member of the public.

8 What we're going to do is we're going to
9 have the three items on the amendment on the agenda here,
10 and we're going to have a briefing on each, and then
11 we'll have public comment, and then we will have another,
12 we have action items for each of those for further
13 discussion by the committee. In general, we'll have the
14 questions when we have that discussion by the committee,
15 but if there's something you are afraid you might forget,
16 you know, until later, it's okay to ask a question right
17 after each briefing. These are all items we discussed in
18 the November meeting, so I think we had pretty thorough
19 discussion and a lot of questions and answers then. But
20 if there's something else, go ahead and ask, and we'll go
21 through and have the briefing to remind us of what was
22 taking place then.

23 I guess first we will do the Surprise SPA.
24 Rich, you're going to introduce Raj for this?

25 MR. WILLIAMS: Yes.

1 MR. KLINGER: Thank you.

2 MR. WILLIAMS: Rich Williams, City of
3 Surprise, and we'll keep it brief. We've had the
4 presentation before, and I just wanted to emphasize that
5 the application is the city's application, and we're
6 partnering with developers, but it's not developer
7 driven, it's city driven. So I would like to introduce
8 Raj Thakur with RT Engineering.

9 MR. THAKUR: Thanks, Rich.

10 Good afternoon, ladies and gentlemen. This
11 is the MAG 208 Amendment presentation for the City of
12 Surprise, Special Planning Area 3, Water Reclamation
13 Facility. The objective of the MAG 208 Amendment is to
14 request a Clean Water MAG 208 Amendment to the original
15 Water Quality Management Plan to accommodate an ultimate
16 build-out 30 MGD Regional Water Reclamation Facility in
17 the City of Surprise Special Planning Area 3.

18 The city's entire planning area is divided
19 into six special planning areas designated as SPA 1
20 through SPA 6, and in Figure 1, the different, all the
21 six planning areas are shown with color coding. The
22 Special Planning Area 3 is the one with the light gray,
23 and the boundaries are Central Arizona Project Canal, the
24 Beardsley Canal, and Grand Avenue.

25 Currently, there is no wastewater collection

1 and treatment facilities in the Surprise Special Planning
2 Area 3. The city has completed an Integrated Water
3 Master Plan which has identified the collection and
4 wastewater treatment needs for the six special planning
5 areas for the next 20 years.

6 The City of Surprise has also completed and
7 adopted the General Plan 2020 which provides a
8 comprehensive development guide for the six planning
9 areas. In addition, the city has hired a consultant to
10 prepare a Technology Assessment Report which will
11 identify the wastewater treatment technologies for the
12 water reclamation facilities in all the six special
13 planning areas.

14 The driving force for the proposed Special
15 Planning Area 3 Phase 1 Water Reclamation Facility is the
16 development of a national planned community subdivision
17 known as Austin Ranch by Courtland Homes. The city and
18 Courtland Homes are working with Rio Rancho Development
19 to achieve a joint effort for the Austin Ranch and Rio
20 Rancho development. Recently, the Rio Rancho development
21 has reached a Memorandum of Understanding with the City
22 of Surprise.

23 The ultimate build-out capacity of the plant
24 is 30 MGD, and approximately 140 acres of land is
25 available for the planned construction. The city plans

1 to build the 30 MGD water reclamation facility in
2 multiple phases. The first phase will be designated as
3 Developer Phase 1 with the capacity of 1.8 MGD. The
4 subsequent phases from Phase 2 to build out will be
5 designated as city's master planned phases.

6 Figure 2 represents the location of the
7 water reclamation facility. This square box in here is
8 the proposed site for the water reclamation facility
9 which is approximately a half mile south of the Deer
10 Valley Road, and the, and west of 183rd Avenue.

11 Figure 3 provides the conceptual layout for
12 the Phase 1 infrastructure and also the master planning
13 for the Phase 2 up to the ultimate build out. As you can
14 see, here on the southeast corner is the infrastructure
15 for the Phase 1A which is 1.8 MGD, and then the recharge
16 basins and this area here is designated for the future
17 expansions.

18 The city envisions the future design of the
19 subsequent phases from Phase 2 to build out in multiple
20 modular-type treatment facilities at future dates. The
21 developer Phase 1 1.8 MGD water reclamation facility is
22 proposed to be constructed in three subphases designated
23 as Phase 1A, B and C each with a capacity of 600,000
24 gallons per day. The developer Phase 1 1.8 MGD water
25 reclamation facility, the unit processes that will be

1 used to obtain the required water quality are shown here,
2 the headworks followed by secondary treatment, biological
3 treatment, nitrification, denitrification, clarification,
4 filtration, disinfection, effluent disposal, and solids
5 handling. The permits, the SPA 3 will produce Class A
6 effluent per ADEQ Title 18 requirements which has the
7 turbidity and total nitrogen requirements shown here.
8 The dewatered sludge will be Class B type, and the
9 effluent will be disposed of via on-site recharge.

10 The permits for the SPA 3 Phase I Water
11 Reclamation Facility will be as follows: The Aquifer
12 Protection Permit from ADEQ, Approval to Construct by
13 Maricopa County, Approval of Construction by Maricopa
14 County, Vault and Haul Operation Permit by Maricopa
15 County and obtained by the City of Surprise, Groundwater
16 Recharge and Recovery Permits, Air Quality Permits, and
17 the Arizona PDES Permit and the Annual Operations Permit
18 which is issued by Maricopa County.

19 The schedule for the design and construction
20 is the Developer Phase 1A of 600,000 gallons per day is
21 scheduled for construction by mid-year 2005 and will be
22 in operation by July 2006. Once the facility is approved
23 by the Maricopa County and is in operation, the ownership
24 and operation responsibilities will be transferred to the
25 City of Surprise. The City of Surprise will be the

1 applicant for the permits, all permits, obtain all
2 applicable permits, obtain Vault and Haul Permits, and
3 will finance the design, construction, and operation of
4 the water reclamation facility through development impact
5 fees in conjunction with the City of Surprise capital
6 improvement bonds and sewer development fees.

7 That's the end. Are there any questions?

8 MR. KLINGER: Thank you, Raj. Are there any
9 questions at this point that can't wait until we have the
10 item on the agenda? If not, we may come back, Raj, but
11 right now, we will go to the next presentation. Thank
12 you.

13 MR. THAKUR: Thank you.

14 MR. KLINGER: Our next item is the Palo
15 Verde Treatment Facility. I think Brandon Squire from
16 RBF is going to present. Brandon.

17 MR. SQUIRE: My name is Brandon Squire with
18 RBF Consulting. I represent a private development out in
19 the Town of Buckeye. This development is approximately
20 660 acres in Buckeye. It's the Westwind, it's a
21 master-planned community.

22 As we went forward with this project in
23 working with the town, there are no services currently in
24 this area for wastewater in the Town of Buckeye. We
25 worked with the town, and an adjacent property, the

1 SilverRock development, is an additional master-planned
2 community in the area, and then worked with the town to
3 outline the parcel area that would be served by this
4 treatment plant. We looked at the location of the
5 treatment plant here on Palo Verde Road, approximately
6 one-half mile south of Broadway, and as part of this
7 project, there is also a recharge area along the
8 Hassayampa River to recharge the effluent.

9 As part of our initial development, the West
10 Park Project, like I said, is approximately 650 acres.
11 That project will have a flow, an average daily flow of
12 approximately 1.1 million gallons a day.

13 The adjacent property, the SilverRock
14 development, is again about 1,300, 1,340 acres, with a
15 flow of 2.2 million gallons a day. For the total service
16 area including the out parcels, we're looking at a total
17 area of about 6,640 as you can see here acres, and the
18 ultimate build-out flow of 10.2 million gallons to the
19 flow into this.

20 MR. KLINGER: Brandon, real quick on the
21 SilverRock, is that twice as dense as Westwind or what's
22 the planning there?

23 MR. SQUIRE: Yes, it has a higher density in
24 it is what it is.

25 In looking at all of the permit

1 requirements, this facility will be owned and operated by
2 the town. The town will take ownership, the Town of
3 Buckeye will take ownership of the facility before it
4 goes into operation. They will be the permit holder for
5 all of the permits that are required for the facility.
6 All of these permits are currently in the process of
7 beginning on or are in the process to gain these permits.
8 Again, the town will be the holder of all permits for the
9 facility itself.

10 At this time, I will turn some time over to
11 Fred Goldman from Kennedy/Jenks to talk about the plant
12 itself.

13 MR. GOLDMAN: Thank you, Mr. Chairman.

14 I'm going to go to the second slide which
15 basically shows the build out of the 10.2 million gallon
16 per day plant. The plant will be constructed in phases.
17 The first phase will actually be two batch reactors, the
18 0.5 million gallon per day batch reactors, which will
19 produce an A plus effluent. It will have biological
20 nitrogen removal. The effluent will be filtered in these
21 first filters and disinfected using UV disinfection, and
22 will then go to recharge or may be used for reuse on the
23 site.

24 The second phase would be one million
25 gallons per day, and it's these two units. These two

1 units would actually be batch reactors, but have fine
2 bubble diffusers.

3 The next phase would be to add two more
4 units to bring the capacity up to 2 million gallons per
5 day, increasing the other facilities such as the filters,
6 UV disinfection, and also the aerobic digesters. We
7 would then proceed to begin to convert these batch
8 reactors into actual, what we call the MLE process by
9 adding these two tanks which would be anoxic mix tanks
10 for nitrogen removal, and we would have internal recycle
11 between these aeration tanks and the anoxic tanks. We
12 would also add clarifiers. So by that, we would increase
13 the process to 4 million gallons per day, do the same
14 here with these two tanks by adding anoxic tanks and more
15 clarifiers to get up to 8 million gallons per day.

16 All the tanks would be covered, all of the
17 facility would have odor control, and eventually,
18 finally, to get to 10.2 MGD, we would add these primary
19 clarifiers in front. The project would have mechanical
20 sludge dewatering, and the sludge would be treated to a
21 Class B that could be used for land application or
22 dewatered to be used at a landfill. Ultimately, for
23 energy purposes, there is accommodation in the future if
24 there is a need to convert the aerobic digesters to
25 anaerobic because a plant larger than 5 MGD could

1 generate sufficient methane to be used as an energy
2 source, perhaps partnering with the energy company. So
3 that's why this final phase has these two circles here.

4 These are equalization tanks which are
5 required to optimize the filtration and UV, and there's
6 additional blower buildings, an administrative building,
7 and the headworks pump station is in this general area.
8 The purpose is to provide a clear effluent that would be
9 suitable for direct recharge. Actually, this would have
10 recharge basins with an effluent that meets aquifer water
11 quality standards.

12 MR. KLINGER: Thank you, Fred. Are there
13 any questions at this point? All right.

14 Brandon, did you have anything else at this
15 point?

16 MR. SQUIRE: No.

17 MR. KLINGER: Hang loose. We may have some
18 when we get to that item later.

19 Okay, we will move to the next item, the
20 Glendale 208 Amendment, and George Shirley will be
21 presenting that.

22 MR. SHIRLEY: Good afternoon.

23 The Glendale amendment contains two
24 elements: A Temporary Sewer Service Agreement with the
25 City of Surprise, and the second item will be the future

1 water reclamation plant correction item.

2 The area involved is the Cortez and White
3 Tank Foothills area. The previous slide mentioned an
4 Intergovernmental Agreement. The two cities have
5 executed that agreement, and it's in effect, and there's,
6 the City of Surprise has an agreement with the
7 developers, I believe, a will serve letter.

8 One question was raised regarding sewer
9 service in this entire area last, at the last meeting,
10 and the City of Glendale is currently reviewing their
11 options as to what they will do permanently with the
12 strip annexed area largely.

13 There was also a question raised relative to
14 who would be doing the maintenance and operation of the
15 sewer system, and there was a letter that was replaced
16 and corrected in the package having to do with clarifying
17 that the City of Surprise will be responsible for
18 operation and maintenance of the sewer system. I believe
19 a replacement letter has been distributed.

20 Moving on to the next item, in the current
21 Water Quality Management Plan, there is an item for a
22 water reclamation plant that was proposed by the Arizona
23 American Water Company in late 2001. The City of
24 Glendale, however, never considered that planning item,
25 and it was incorrectly placed into the 208 Plan. The

1 purpose of this item is to make correction and delete
2 that future 8 MGD plant and sewer service area in the
3 western portion of the Glendale Planning Area. The
4 location of that plant was right here, and their planning
5 area was in conjunction with the Russell Ranch in this
6 area right here. Here's a blow-up of that.

7 The text will be revised in the 208 Plan to
8 delete the paragraphs that reference "within the western
9 portion of the Glendale Planning Area." Arizona American
10 Water Company is planning a sewer service for the area
11 called the Arizona American Water Company Service Area.
12 The definition of the location, that will be struck. The
13 second part talked about their evaluating options and
14 what the plant was going to be, what it would contain.
15 Those paragraphs will be struck from the plan. In
16 addition, in the executive summary, the tabulation will
17 also be corrected to delete reference to that plant. It
18 was going to be a .5 MGD initially and expand to 8, and
19 had a cost of 3 million. There were some figures that
20 will also be corrected in the plan.

21 For both of these items, the City of
22 Glendale sought letters of no objection or letters of
23 support, and they received letters from each entity that
24 was within the required distance from the site, and we
25 used this figure to ascertain who was within the required

1 distance.

2 Are there any questions?

3 MR. KLINGER: Any questions at this point
4 for George? Okay. Thanks, George.

5 At this time, we're going to move to our
6 public comment portion. Public comments are invited on
7 each of the Draft Plan 208 amendments. Brenda, did we
8 get any cards for anyone to speak? If you want to,
9 there's a yellow card to fill out.

10 MS. DAY: They're by the front, if anybody
11 would like to fill one out, but no, we don't have any at
12 this time.

13 MR. KLINGER: Okay. We don't have any
14 cards. Then let's declare the public hearing closed, and
15 request that the court reporter end the transcription.

16 (The public hearing portion of the
17 proceedings adjourned at 4:35 p.m.)

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1 STATE OF ARIZONA)
2) ss.
3 COUNTY OF MARICOPA)
4

5 I, DAWNA J. BOSWELL, Certified Court Reporter
6 No. 50326 for the State of Arizona, do hereby certify
7 that the foregoing printed pages constitute a full, true
8 and accurate transcript of the proceedings had in the
9 foregoing matter, all done to the best of my skill and
10 ability.

11 WITNESS my hand this 27th day of January,
12 2005.

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16 Dawna J. Boswell, RPR
17 Arizona Certified
18 Court Reporter No. 50326
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